

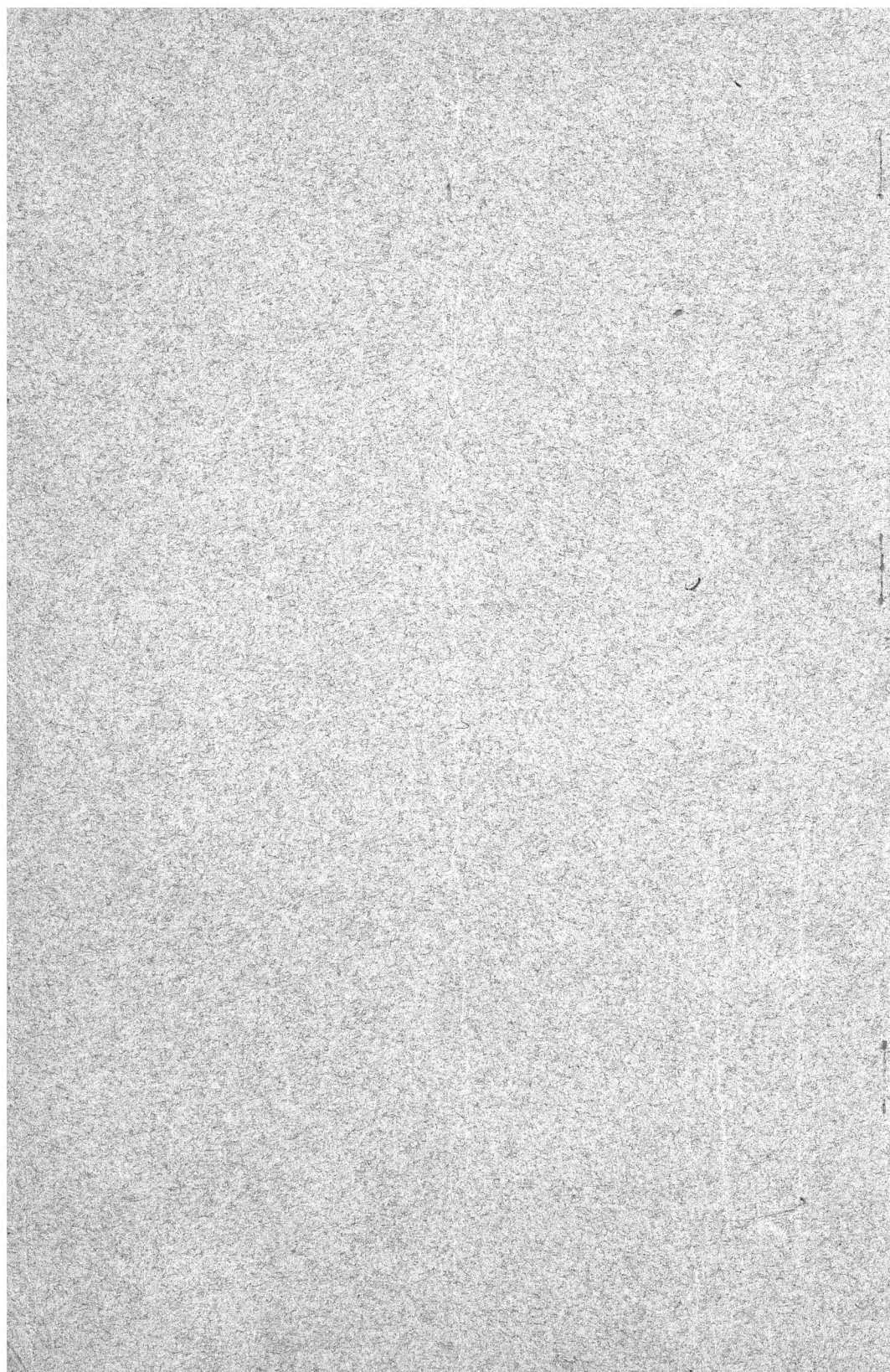
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Copy of Report

OF

Board of Conciliation and Investigation





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Joe Laughlin

Winnipeg, August 8th, 1914.

TO ALL CONDUCTORS, TRAINMEN AND YARDMEN,

CANADIAN PACIFIC RAILWAY SYSTEM.

Printed herein you will find copy of the findings of the Board of Conciliation and Investigation on the recent matters affecting men on Canadian Pacific Lines West, that were referred to a Board.

You will also find herein statement from Mr. Pitblado, supplementary to Board's report, and the minority report of Mr. David Campbell.

The General Committees having this matter in hand were unanimously opposed to accepting the findings printed herein as a settlement of the questions before them, and they have so notified the Minister of Labour in a letter of this date, copy of which will be found also printed herein.

These documents have been printed by the Committees and will be handed to the men on the Line so that all concerned may have full information relative to this matter and later the men will be required to vote upon these questions.

By order of the COMMITTEE.

67.2.16/1

Winnipeg, August 8th, 1914.

In the Matter of the Industrial Dispute Investigation Act, 1907. and in the Matter of a Dispute between the Canadian Pacific Railway, Employers, and its Conductors, Trainmen and Yardmen, Employees.

HONORABLE THOS. W. CROTHERS.

MINISTER OF LABOUR, OTTAWA, CANADA.

DEAR SIR,—

The General Committees of the Order of Railway Conductors, and the Brotherhood of Railroad Trainmen, representing Conductors, Trainmen and Yardmen on the Canadian Pacific System have been in session here for one week for the purpose of further considering the questions that were referred to a Board of Investigation some months ago.

The General Joint Committee have unanimously authorized the undersigned to write you at this time, and to acknowledge receipt of an official copy of the Board's findings with statement from Isaac Pitblado (Company's representative) supplementary to Board's report, and the Minority Report of David Campbell (the representative of the Employees.)

While we have only today received the official documents herein referred to from your department, we have been for several days in possession of the text of the various findings of the gentlemen who, in April last, were authorized by your Department to act as a Board of Investigation on these matters.

While the questions that have been the subject of this Investigation only directly affect the men on Canadian Pacific Lines West, yet, for the purpose of finally dealing with those questions, and for the purpose of the General Committees of the two organizations interested passing calm, exhaustive and considerate judgment on these matters, also the Award and Minority Reports in their hands in connection therewith, it was deemed advisable and the plan has been followed of convening committee men of the two Organizations from the entire Canadian Pacific System, and you will, therefore, please be advised that the sentiments expressed herein, emanate from, and are authorized by, committee men for the Conductors' and Trainmen's Organizations from all points on the Canadian Pacific System, St. John, N.B., to Victoria, B.C.

For ready reference we submit herewith brief resume of the action taken and delays incurred already in dealing with these matters.

August 8th, 1913, the Divisions and Lodges of the O. R. C. and the B. of R. T. on Western Lines of the C. P. R. through their General Committees, gave notice to the Canadian Pacific of the desire of the men for schedule revision.

September 15th, 1913, committees met Company's officers at Winnipeg and were immediately confronted with a statement from the General Manager that on account of the enormous harvest and business of the West then in evidence, that the Company's officials and the committee men could not be spared from the work of the Company to continue and complete schedule negotiations.

The committees reluctantly acquiesced in the Company's contention and deferred until December 1st, 1913, further conferences on schedule matters.

In December, when the General Committees returned to Winnipeg to take up these questions with the Company, the officials of the line promptly took the position that there had been, and it appeared as if there would be, such a falling off in business, and such financial depression, as to make it inadvisable to consider schedule negotiations.

December 20th, 1913, the committees requested the assistance of officers of their Organizations.

March 19th, 1914, General Committees and officers of the O. R. C. and B. of R. T. again met the Company's officers, and promptly learned that the Company were unwilling to deal with schedule questions, looking toward revision, in the same way that such matters had been dealt with heretofore, thereby leaving the organizations no other alternative than to appeal to your Department for a Board of Investigation.

March 25th application was made by the employees for a Board of Investigation.

About April 8th, formation of a Board of Investigation on the request of the Employees, was authorized by your Department.

May 15th to May 23rd hearings before the Board of Investigation took place in Winnipeg, and on May 23rd an adjournment was taken until June 16th to permit the Chairman, Judge Gunn, to return to Ottawa in connection with other matters.

June 16th to June 24th hearings were again continued in Winnipeg, and on June 24th the Board dismissed the majority of the witnesses and instructed the officers and General Chairmen of the Organizations to be in Ottawa during the week commencing July 6th to give information to the Board should request be made.

The Board held sittings in Winnipeg June 25th to 27th inclusive to consider its probable findings, and on June 27th adjourned to meet in Ottawa on July 6th.

The Board of Investigation met in Ottawa July 6th to July 13th inclusive, to consider the matters investigated and to prepare its findings,

but the members of the Board parted on July 13th without the more important rules that directly affect the question of compensation having been settled by the Board.

The General Committees authorizing this letter desire to call your attention to Section 46 of the Act, reading as follows:—

“The decision of a majority of the members present at a sitting of the Board shall be the decision of the Board, and the findings and recommendations of the majority of its members shall be those of the Board.”

Also the Section No. 47, reading:—

“The presence of the Chairman and at least one other members of the Board shall be necessary to constitute a sitting of the Board.”

and respectfully submit that in their judgment no Award of the Board has been legally made, in accordance with the above sections, on the great majority of the most important matters contained in Articles 1 to 5 in the Prairie and in the British Columbia Division Schedules, or in Articles 1 and 2 in the Yard Schedule.

The committees, of course, are willing to respectfully accept your intimation that the subject matter officially placed in their hands this date, is the Report and findings of the Board on the questions that have been investigated; but, they believe you will be pleased to, at least, receive their views on the question.

To show that this Board of Investigation found it impossible to prepare their findings or report under the provisions and intent of Sections 46 and 47, we request the privilege of placing some facts before you in connection with that matter.

All of the week July 6th to 11th the Board held sittings in Ottawa, in an effort to reach an understanding on the matters before them, and on many of the Rules in Schedules “A”, “B” and “C” did, finally, appear to reach mutual agreement, as indicated by paragraph from the Minority Report of Mr. David Campbell, Employees’ representative, reading as follows:—

“Although conscious of having compromised the just and equitable rights of the Employees in many respects, yet for the sake of unanimity and with the hope of ultimately arriving at a complete unanimous report, I have agreed with my learned colleagues on the Board upon all the matters contained in Articles numbered “6” to “31” inclusive of Schedule “A”, and likewise in all the matters contained in Articles numbered “6” to “29” inclusive of Schedule “B”, and likewise in all the matters contained in Articles numbered “3” to “20” inclusive in Schedule “C”.”

On the evening of July 11th Judge Gunn, the Chairman, called Mr. Cooke and Mr. Murdock of these Committees to his office in Ottawa,

and advised them that Mr. Pitblado, the Company's representative, and Mr. Campbell, the Employees' representative, found it absolutely impossible to reconcile themselves to each other's views on schedule questions, Articles 1 to 5, in the Prairie and British Columbia Division Schedules, and Articles 1 and 2 in the Yard Schedule—these Articles in the Road Schedules dealing with almost every question affecting the compensation of train service employees, and being by far the most important questions.

We are assured that Judge Gunn, at this interview, stated to Messrs. Cooke and Murdock, that considering Mr. Pitblado's and Mr. Campbell's inability to get together on those important matters, that he was going to be compelled to decide between them, but that he had not, yet, (July 11th) made up his mind which one he would agree with.

At this conference His Honor, the Judge, also suggested to Messrs. Cooke and Murdock that they suggest to Mr. Campbell, the Employees' representative, that it would be all right and quite satisfactory for him, Mr. Campbell, to carry out a previous arrangement made and sail from Boston to Europe July 14th. He said that there might be no necessity of Mr. Campbell writing a Minority Report, and even although he, the Judge, did not agree with Mr. Campbell when the Judge's findings were finally placed in concrete form, the mere fact of Mr. Campbell not signing the report with the Judge would be sufficient intimation of his dissent from its findings.

Mr. Campbell had absolutely no definite intimation from Judge Gunn, the Chairman, as to whether the Judge was going to side with the Company's representative or the Employees' representative on the many and most important questions contained in Schedule Revision until after 11 P. M. on the evening of July 11th, and then, for the first time, Mr. Campbell realized it would be necessary to prepare a Minority Report if the interests of the Employees he represented were to be conserved.

The Board again, and for the last time, held a brief sitting, in accordance with the provisions of Section 47 of the Act, on July 13th. On that date the Company's representative, we are advised, commenced his return trip towards his home in Winnipeg, while the Employees' representative on the Board remained in close touch with Ottawa to await a rough draft of the Chairman, Judge Gunn's opinions, when such opinions had been prepared.

July 17th, Mr. Campbell, (Employees' representative) for the first time received condensed written outline of the Judge's views on the various important questions dealt with, and Mr. Campbell at once commenced the preparation of his Minority Report, which deals fully with every phase of the three schedules.

Mr. Campbell's Minority Report had been prepared, was signed by him, and handed to Judge Gunn, the Chairman, on July 21st.

On July 23rd, Judge Gunn sent to Mr. Pitblado, the Company's representative, in Winnipeg, a copy of his, the Judge's report, or opinions, and also (which appears remarkable) sent to Mr. Pitblado a copy of Mr. Campbell's Minority Report, which had been addressed to you and signed by Mr. Campbell on July 21st.

The Employees directly concerned in these investigations will, no doubt, like the committee men authorizing this letter, in their own minds, ask the question, why decision was not reached by the Board in conference and in sittings, or why it was necessary that the Company's representative should have sent to him a copy of the Minority Report filed by Mr. Campbell before he (Mr. Pitblado) made out his report.

We learn that Mr. Pitblado, on July 29th, sent from Winnipeg to Judge Gunn in Ottawa the Judge's report which had been forwarded from Ottawa on July 23rd, and that he (Mr. Pitblado) also on July 29th sent to the Judge a report of his own dealing with certain phases of the questions that had been investigated and specifically referring to three Rule questions that had been the matter of investigation.

The committee believe that, in justice to those they represent, they are compelled to call the attention of the Department to certain peculiarities in Judge Gunn's findings.

It would almost appear that His Honor has made a studied effort to place voluminous exhibits prepared by the Company in his report, and that he has, in the same way, consistently refrained from placing in the report, either in gist or detail, the underlying contentions of the Employees.

Briefly, and so as not to be tiresome in dealing with these questions, we call your attention to some of these peculiarities as follows:—

Please note that Judge Gunn, after all of the weeks that these questions and the representatives of these Organizations were before him, calls one of these Organizations, on the first page of his report, "Order of Railway Trainmen."

This may appear, and, in fact, is a small, immaterial matter, but we cite it to show the remarkable lack of attention to detail, actual terms, language, and other things so essential in preventing complications that would necessitate Employees calling for a Board.

In Article 25 of the Prairie and Pacific Divisions Schedules we find the Judge recommending that, in case of disagreement on the question of Home Terminals, the same should be settled by arbitration.

It will also be found that in Article 1 of the Yard Schedule the Judge recommends arbitration to settle another question that had been settled for eleven years until the Judge, with unwarranted disregard for the rights of the Employees and without hearing them, interfered, at the suggestion of the Company, and by so doing suggested a disagreement that he proposes to now have settled by arbitration.

Please note on page 4 of the Judge's report the verbatim quoted copy of certain so-called "general principles" of the Company. Also note quoted on page 14 Comparative "Statement Showing Average Earnings of Trainmen, Manitoba Division, Year 1913," and also in the report at considerable length note the specific reference to the Company's rolling stock and power tied up at the present time.

The Chairman, in concluding his lengthy reference to the so-called "general principles of the Company, says:—

"These proposals of the Company, set out in their statement, when in more definite form, are worthy of the best consideration of the parties concerned, and sooner or later may form the subject of serious investigation and report by a Board of Conciliation."

The Judge did not request nor receive in any way from representatives of the Employees, at hearings before the Board, information as to the workability of these so-called "general principles." On the evening of June 23rd, the date the Company read and endeavored to get an outline of its so-called "general principles" before the Board, Judge Gunn stated to two members of these committees that there had been an afternoon wasted in presenting that matter, and it is, therefore, respectfully submitted that the information which actuated him later in making the above quoted statement in his report relative to these "general principles," must be merely one-sided, the Company's.

In the comparative statement showing average earnings it may strike you as peculiar, (as it did the representatives of the Employees) that the statement prepared by the Company showed in passenger main line comparative rates only 26 baggagemen against 31 Conductors; also on branch lines 19 baggagemen against 16 conductors, and on mixed trains, 2 baggagemen against 11 conductors; while in through freight service there are 76 brakemen against 76 conductors.

The committee drew the Chairman's attention to the view that these figures were, self evidently, from the comparative numbers of different classes of men set against each other, prepared for a purpose, and the purpose appears to have been answered. Why, we ask, were not 31 Baggagemen's rates quoted against 31 conductors' rates on main line passenger, why not 19 conductors against 19 baggagemen in branch line passenger, and why not 152 brakemen, at least, against 76 conductors in through freight. In passenger service, of course, there are often two brakemen to one conductor, and one baggageman on the train.

The Employees placed before the Board of Investigation at its hearings, certain concise and written outlines of general principles that the Judge does not seem to have considered of sufficient importance to warrant him in quoting them in full, although they would have been much more brief than the "general principles" and other matters quoted by the Judge for the Company.

Notwithstanding that every effort has been put forth by committees for years to have schedule language so clear and definite that it cannot be misunderstood or misinterpreted, we find the Judge looks upon the words "as far as practicable," or "similar emergency," or "wrecks, washouts, storms, slides, or similar emergency" as sufficiently definite to govern the Employees, and some of these terms are now being injected into the rules for the first time.

In the copy of Judge Gunn's report sent to our Mr. Wilson under date of July 22nd, we find an elaborate argument, prepared by Judge Gunn, dealing with the contention of the committees to reduce the passenger crews' main line mileage from 5,600 to 5,000 miles per month.

With the report as sent to us on July 22nd was also a letter from the Judge to Mr. Wilson, in which he said in part as follows:—

"I send you a copy of the report I have drawn and will sign, I sent it on to Mr. Pitblado for his signature and perhaps he will, and perhaps he will not sign it. He may write a report of his own, but I will know soon. Now this is for the use of your committee till you get the copy from Labor Department, and it will be just as this is."

In that first report prepared by the Judge we find the following relative to the proposed reduction of passenger crews' mileage:—

"There has been a schedule revision on the C. N. R. Western and Branch lines, about or within a year ago, and the monthly mileage was reduced for passenger service from 5,600 miles to 5,000 miles, on the admitted representation that 5,600 was too long on the C. N. R., as the condition of road and ability to make the mileage was much more difficult on the C. N. R. than on the C. P. R., because on the C. P. R. the runs were made in shorter time as the conditions were more favorable, and the facilities to make fast time greater on the older road, and because there was a reduction in mileage on the C. N. R. the comparison is unjust under the true circumstances, and the reasons for reduction do not exist in the present case."

The above quotation, to the casual or uninitiated reader, would suggest carefully thought out arguments and views on this particular and important question. The one thing wrong in connection with it, however, is that monthly mileage for passenger crews on the C. N. R. was never more than 5,000 miles, and therefore, could not have been reduced as stated.

Evidently, when Judge Gunn sent his report to Mr. Pitblado in Winnipeg, it was decided that the above quoted statement was too wide of the truth to get by, and we find a correction made in the official report just received, and this same question referred to as follows:—

"There has been a schedule revision on the C. N. R. western and branch lines about or within a year ago and increases were made to passenger conductors and trainmen on the admitted representation that conditions were more favorable and the facilities to make fast time greater on the C. P. R., the older road, and accordingly the reasons for increase do not exist in the present case."

This statement may have some shadow of truth in it, but we believe only to the extent of the statement being one made by Canadian Pacific Railway officials, which appears to be sufficient justification for its use.

We find, too, that Judge Gunn and Mr. Pitblado, in Article 1 of the Yard Schedule, find as follows:—

“The Yards on Western Lines shall be divided into two classes, viz.—first class yards and second class yards.” and further in the Article decide that yardmen in their so-called “first class yards” will receive two cents an hour of an increase, while yardmen in other yards will receive no increase.

By reference to the Minority Report of David Campbell, we find this statement:—

“During the closing hours of the sitting of the Board it was suggested by the Company that if this increase should be conceded, yards should be classified into first and second class yards.”

The Employees will be some time before they can realize that equity or justice would permit or suggest to Judge Gunn to re-institute classification of yards on the C. P. R. Lines West.

The committees, by strenuous and continued effort, got away from this condition more than eleven years ago, and placed all yardmen in all yards on the same hourly rate of pay.

The committees deplore the fact that the Company were able to find favor in the eyes of the Judge on this matter by a suggestion during the closing hours of the sittings of the Board. The committees never had, in any way, an opportunity of being heard on this question.

In the separate statement of Mr. Pitblado, representative of the Company, he refers to the question of increased cost of living in the following language:—

“The men did not make a demand for this increase on account of the increased cost of living since the last schedule, and no evidence was given before the Board showing any such increased cost of living.”

Mr. Pitblado would almost appear to be offering an apology for not recognizing the increased cost of living since 1910-11 by granting the five or six per cent increase that the adoption of the rules requested by the Employees might mean.

The Arbitration Board which dealt with the controversies of the Trainmen and Eastern Railroads in 1913 found as follows on the increased cost of living question:—

“The Board, therefore, finds that there has been a substantial increase in the cost of living since the adjustment of 1910.”

Copy of this Eastern Railroads Award was given to the Board at hearings in Winnipeg, but, in justice to Mr. Pitblado, it is proper to say that the increased cost of living question was not put forward to any considerable extent, as the chief contention of the Employees for schedule revision.

The question of the increased cost of living was merely a factor and is an incident in the everyday life of all concerned that should not have required very extensive information being given to Mr. Pitblado, or other members of the Board.

The underlying contentions of the Committees were and are that the Canadian Pacific Western Lines should concede to its men employed in train and yard service equally as good schedule rules and conditions as those in effect applicable to men on many other lines of railroad.

In brief, and quoting from the Minority Report, we think the C. P. R. should not be, as it is and has been in many respects, an unwilling follower.

After the most careful consideration of the Board's findings, Mr. Pitblado's Supplementary Statement, and the Minority Report, the General Committees, representing more than 7,000 employees on the Canadian Pacific Railway, respectfully beg to advise you that they are unanimously opposed to, and unwilling to accept as a settlement of the questions involved, the Report and Findings of the Board.

The Report and findings, including Mr. Pitblado's Supplementary Statement and the Minority Report, also a copy of this letter, are to be at once printed in pamphlet form, on instruction of the committee, in sufficient numbers so that all men employed in train and yard service on the Canadian Pacific Railway can have a copy placed in their hands.

The Joint General Committees also authorize that a general circular ballot be submitted to the men on the line so that the Committees can be instructed directly by the men what further action is to be taken.

Under ordinary circumstances the committee men would be returning to their homes within a couple of days to canvas the vote of the employees belonging to our Organizations, and others represented in our several classes of service.

Having regard, however, to the facts in connection with the recent war developments in which the British Empire is so deeply interested and involved, it has been decided that these matters will be left in abeyance for a shorter or longer period before being submitted to the men of the line.

This action is taken with feelings of the most absolute loyalty and regard for our Canadian and British interests in the struggle now being waged in Europe, and because we feel that no personal, local contentions can be for a moment pressed forward to such an extent as to possibly embarrass, under certain contingencies, the interests referred to.

These schedule questions have now been in course of handling for one year, and have cost the Employees represented by the Committees, for negotiation purposes, more than \$36,000.

During the past year schedules for Western Lines, Conductors, Trainmen and Yardmen, dated March 1st, 1911, have been continued in effect as to its application, and during the pendency of negotiations with the Company and before a Board.

We will expect those schedules to be continued in effect, and will regard it as an unfriendly act on the part of the Company if there is any deviation from this understanding, and should there be, we will later expect to place the responsibility where it belongs.

The General Committees have authorized a Sub-committee, when possible and advisable, to take prompt measures to circulate the ballot for a vote of men employed in train and yard service on the system, and it is to be hoped that such ballot can be consistently and with regard for the important British Empire interests referred to above, taken at an early date.

On behalf of the General Joint Committees O. R. C. and B. of R. T., C. P. R. System,

We remain,

Yours respectfully,

W. G. CHESTER,

Joint Chairman.

W. A. WILSON,

Joint Secretary.

Copy to Sir Thomas Shaughnessy,
President C. P. R.

Copy to Mr. Geo. Bury,
Vice-President C. P. R.

In the Matter of the Industrial Disputes Investigation Act 1907, and in the Matter of a Dispute between THE CANADIAN PACIFIC RAILWAY (Employers) and its CONDUCTORS, TRAINMEN and YARDMEN (Employees).

TO THE HONOURABLE THOS. W. CROTHERS,

MINISTER OF LABOUR, OTTAWA, CANADA.

In accordance with the provisions of the Industrial Disputes Investigation Act, 1907, a Board of Conciliation and Investigation was on the eighth day of April, A. D. 1914, constituted on the application of the employees to investigate and report upon a dispute between the above named parties, and by consent the fifteenth day of May, A. D. 1914, and the City of Winnipeg were fixed as the time and place the Board would convene to hear the said parties, their witnesses and evidence.

At the time and place appointed the Board met and were attended by the General Manager and the Superintendents of the Western Lines of the said Company and their assistants, and Mr. Samuel N. Berry, Vice-President, William G. Chester, Esq., General Chairman of the Order of Railway Conductors, and their committees, and Mr. James Murdoch, Vice-President, and Mr. E. H. Cooks, General Chairman of the Order of Railway Trainmen, and their committees, on behalf of the employees.

Upon opening up of the matters involved in the said dispute it was found that the locality of the said dispute extended over the main line, branches and yards of the Railway Company from Fort William, Ontario, to the Pacific Coast, and the territory was and has been divided into two divisions—one from Fort William, Ont., west to the eastern boundary of British Columbia, known as the Manitoba, Saskatchewan and Alberta, or Prairie Division, and the other the British Columbia or Pacific Division, each governed and covered by separate and distinct schedules of rates and working rules for conductors, baggage trainmen and yardmen, and each containing many different working rules and materially unlike in rates of compensation, but together forming the basis of an agreement between the Company and about three thousand employees.

It further appeared that the employees, had, on or about the eighth day of August, A. D. 1913, given notice that they desired a revision of these schedules and submitted proposed revised schedules for each division of the railway system, which are on file in your Department in these proceedings, forming the material in writing on which the application for this Board was based.

It also appeared by these proposed schedules that the employees sought large direct increases in compensation and many variations and changes in the working rules governing the service of the employees, as well as introducing and establishing working conditions that the Company (employers) allege materially hamper and interfere with the successful and satisfactory operation of the train and transportation service, and all of which increases, alterations and variations the Company (employers) seriously and strenuously have opposed and continue to do so.

It further appears that the Company (employers) not only opposed and refused the demands contained in the proposed schedules of the employees, but attacked the principle upon which the employees based many, if not all, of their demands for increased rates of compensation and had pressed during the negotiations for amicable adjustment of the dispute, for a full recognition of the general principle contained and more fully set out in the written answer or statement of the Company (employers) filed in these proceedings and intended to form the foundation of an application to your Department for a Board of Conciliation under the said Act, but which was considered and treated as a reply to the statement of the employees on their application for such a Board, and to be taken into consideration in the proceedings had and taken before such Board.

In consequence of the wide differences and enlarged dispute between the opposing parties, partially defined herein and more fully set out in the presentation of the employees and the answer or statement in reply of the employers, the Board were engaged some time in the taking of evidence, examination of rates, perusal of articles contained in former and proposed schedules, hearings of arguments and contentions submitted by the contending parties hereto.

For the purposes of this report, it is the opinion of the Board that their judgement and recommendations on the matters under investigation can be more clearly conveyed and the subject more concisely treated by dividing the different schedules, except yardmen's, submitted for adoption on each division of the railway system into several distinct sections, namely,—

1. The Articles and subsections thereof in the Prairie Division, providing direct and indirect increases in rates of pay.
2. The Articles defining the general working rules covering the service of the employees.
3. The statement in reply filed by the Company (Employers).

In view of the importance attached by the Company to the statement filed on their behalf in reply to the employees' application for the institution of a Board, and the zeal with which the representatives of the Company placed their arguments and contention in support thereof before the Board, we have fully examined and carefully considered the same.

The statement of general principles set out in part in the reply of the Company, and forming the material in writing on file in your Department for a Board of Investigation to consider the same, as has been before

stated, was properly treated as an answer or statement in reply, under Section 19 of the Act, to the employees' application for this Board, and which statement includes not only the objections of the Company to any changes in the schedules at present in force which would in effect increase the rates of pay or make the operation of the road more expensive or onerous or otherwise extend the said schedule to cover employees or positions not heretofore included therein, but also includes and seeks to have established the general principles following:

"FIRST—1. Train service cannot be conformed by any fixed standard of time and miles as constituting a day's service; therefore the term 'day' or 'night' should be discontinued and the term 'service period' substituted therefor.

2. A service period is a period between the time required to report for and that of release from duty and may be a continuous run of an indefinite duration, or mileage; or

a continuous series of runs of similar nature in or out of terminals or between terminals; or

a continuous run of fixed mileage occupying indefinite time; or

a series of designated time table schedule runs for which a fixed periodical compensation is paid; or

a certain period of hours of assigned service for which a periodical compensation is paid.

"SECOND.—1. The basis of pay in all train and yard service other than passenger train service will be ten (10) hours or less, one hundred (100) miles or less, for a service period at the stipulated rate of pay, and all time in excess of ten hours or miles in excess of one hundred to be paid for pro rata.

2. Ten hours or one hundred miles to be the minimum service to be performed when required, i.e. when a minimum of ten hours or one hundred miles is allowed, it shall entitle the railroad to such time or miles.

3. The stipulated pay for the time on duty or the miles run to cover all service rendered from the time required to report at a designated place until relieved from duty. A combination of miles and hours in any service period will not be allowed.

"THIRD—When more than one class of service is performed during a service period, each class of service shall be paid for at its own rate with a minimum of ten hours for the total service performed at the average rate.

"FOURTH—In no case shall double compensation be paid, i.e. where compensation is being received under one rule or allowance, additional compensation shall not be paid or allowed under another rule or allowance for the same period.

"FIFTH—This Company insists that higher rates or better rules affecting compensation than prevails on other roads similarly situated or which are at variance with the principles set forth herein shall not be continued.

That on grades of over four-tenths of one per cent the Company will have the right to use an assisting engine without restriction as to the total tonnage of the train so hauled.

That when one member of the train or engine crew on any train rest between terminals, all members of the crew shall take rest unless required to remain on duty for the protection of the train.

The employees took strong objection to the Company placing the same before the Board or in any way endeavoring to explain or establish any part thereof, on the ground that it offended the provisions of the Act. but this board were unanimously of the opinion that in the circumstances it was perfectly legal and regular to hear all evidence and argument in support thereof, and the Company accordingly submitted a schedule of rules embodying the principles outlined in such statement, but without supplying any information on rates of pay beyond alleging that it was not any part of their intention to in any manner seek to reduce in the aggregate the rates of compensation which the employee at present receive. After hearing the representations of the Company in support of the principles contended for in said statement and earnestly considering same, it is the opinion of this Board that the principles underlying all known schedules heretofore enacted have long been consistently carried down and adopted by all the railroads of importance in dealing with the same class and other classes of employees in transportation service, and without a long and intricate examination into all the service on the main and branch lines intended to be affected, and in the absence of full, complete and definite information and the entire rules and rates proposed to govern the service being submitted in detail, we have concluded that it would be inadvisable at the present time to give full effect to the Company's proposed general principles, even in the face of the assurance that it is not proposed that the earnings of the employees in the aggregate shall in any way be decreased, but for the sake of more uniformity, equality and certainty in the service rendered by the employees and the compensation paid therefore and to avoid the great incidental expense, delays and inconveniences in dealing with grievances and revisions of schedules from time to time, these proposals of the Company set out in their statement, when in more definite form, are worthy of the best consideration of the parties concerned and sooner or later may form the subject of serious investigation and report by a Board of Conciliation.

RATES AND RULES FOR YARDMEN.

The proposed schedule of rates and rules for yardmen makes no distinction in such service on the Prairie and Pacific Divisions and the Board are of opinion that there are no sufficient reasons for making any recommendations to the contrary.

By the proposition submitted by the employees specific demands are made for increased rates of pay for the yardmen and many amendments to these working rules are sought. Upon an examination into the facts and circumstances surrounding yardmen's service, it was established that there had been little or no increase in their rates of pay since A. D. 1907, though the yardmen's service is extremely hazardous and accidents causing loss not only of life but frequently maiming the employee, too often happen from the very nature of the extra hazardous service rendered day and night by yardmen, and for reasons that appear to us as good and sufficient, the undersigned have agreed to recommend that the yards on the Western Lines be classified into First Class Yards and Second Class Yards and the demand of the employees be granted by the Company for the First Class Yards. The members of the Board who concur in this conclusion notwithstanding the "Chicago Switching District Rates" and all it means, are of opinion that at the points where the service is rendered there is, considering the service rendered by the yard employees, ground for the contention that they are not adequately paid, and there has been no violent increase granted this deserving branch of the Company's employees in a great many years, and then when granted in no fair comparison with other branches of service, and in so finding no conflict is had with yard employees on neighboring railway lines.

The Board have with great earnestness examined and carefully considered the many variation and alteration sought in the schedules governing working conditions for the yardmen and have as a result decided to recommend that the Schedule C. hereto, be adopted, and put in force to govern rates of pay and working conditions for the yardmen in all yards of the employers' railway system from Fort William, Ontario, to the Pacific Coast, from and after the first day of July, A. D. 1914.

THE PRAIRIE DIVISION.

Working Rules.

After the parties had been fully heard and all the evidence and argument had been exhaustively submitted, the Board proceeded to deal with the articles covering the general working rules for the above division of the Company's (employers') Western Lines, with the result that the Board have finally agreed upon a set of working rules for the Prairie Division governing the service of the conductors, trainmen and baggagemen on such division, and do confidently recommend same to the parties as fully, definitely and satisfactorily protecting their respective interests and service and enabling the employers and employees safely and efficiently to operate the said railway system in all its many services.

THE PACIFIC DIVISION.

It affords your Board great satisfaction to be able to unanimously report the same satisfactory result with regard to the general working rules governing the service of the conductors, trainmen and baggagemen on the Pacific Division.

The Board were requested to compile one schedule to govern rates of pay and working conditions for the two divisions of the railway system. but while of opinion that it would be a very proper undertaking in the interests of both parties, still, the suggestion coming during the closing hours of the hearings before the Board, it was discovered that owing to the manner in which the whole proceedings had been carried on and the demands and answers thereto presented, it would very largely increase the work of the Board and without practically re-hearing the parties and their evidence, the difficulties in the way are apparent that obliged the Board to avoid the undertaking suggested and proceed as we did.

There now remain the articles in the Prairie and Pacific Divisions governing the rates of pay for train service by the employees. This branch of the investigation has been seriously attacked by the Board and very fully, carefully and exhaustively considered and weighed and every effort put forward to reach, under the circumstances, an honest and intelligent conclusion with regard thereto.

The Articles in existing and proposed schedules has been carefully scanned and examined with the parties present and fully debated in the light of the testimony adduced, and again most patiently and deliberately investigated clause by clause by the Board.

It might be advantageous here to remark that, while the relation of master and servant exists between the Company and its employees, it radically differs in regard to the class and character of service rendered by the employees from all other branches of employment, so that few, if any, comparisons can be fairly introduced. In all other fields of service there is a fair opportunity of yielding obedience to the well tuned cry of "A fair day's pay for a fair day's work", and "time" and "service" and "employment" are not at all difficult to arrange, nor are they resting on any intricate complications. As had been always well recognized by the employers and employees, owing to the various peculiar existing conditions surrounding the service on the Prairie and Pacific divisions, arising from the natural physical conditions, climatic conditions and the length of the train mileage and time allowed therefore, and on many other accounts, there is no immediate possibility of putting one schedule in force to cover each division, and the Board proceeded to deal with the proposed articles under separate schedules, following the well defined practice and for obvious reasons. In order, therefore, to place this part of the whole cause and dispute in a position to be easily grasped, as well as to enable the Board to intelligently deal with it and make plain their conclusions and the reasons thereof, the matter was taken up as follows:

THE PRAIRIE SECTION.

ARTICLES 1 TO 5 and their many subsections in the present existing schedule in force since March 1st, A. D. 1911, govern rates of pay for the employees operating passenger trains, mixed, work, freight and other trains in assigned and unassigned service on main and branch lines, and specify rates for and define overtime, switching, doubling and yard service in all their many ways and manners arising on a transcontinental line.

ARTICLES 1 TO 5 and their many subsections in the *proposed schedule* presented by the employees, while intended to govern the rates and working conditions for the same class of service as the same articles in the present existing schedule on this division, do, as the Company alleges, introduce and seek to put in force many sweeping changes, all, or almost all, calling for direct increases in rates and placing restrictions and prohibitions on the service to be rendered, which means the increasing of the number of the employees, or increased rates for the service, and otherwise onerously interfering with the operation of the road, reducing the monthly mileage and wiping out branch and short line service, which of necessity is always being added to, and placing the rates therefor on the same footing as main line service, meaning in this alone a very large increase in the monthly wage bill.

On investigation it is found that in the operation of railroad trains an entirely different situation confronts those charged with the duty of fixing rates of pay and working rules to govern the service than would be found in all other employments, and this will be apparent on reflection if the question is given worthy consideration. On the great transcontinental lines you have the main lines and its many branches divided into many divisions and terminals, and on each many regularly assigned runs of passengers and freight trains and many more unassigned runs, through freight, way freight, mixed trains, work trains, manned or operated by "crews" of men, conductors, trainmen, baggagemen, all to be regulated and rated for payment, without any great opportunity of fixing definite hours of miles to be run that are not subject to many invasions and exceptions, some controllable and some not. Then again, regular passenger trains and freight trains run a guaranteed mileage before overtime or extras are allowed, and on those trains the mileage is made in fast time and train crews may be on duty some hours short of the regular day, while on short runs and branch lines the mileage cannot be made always. The Company claim they are not now getting the hours a day, or the mileage equivalent for the month that they pay for. Then again, there are rules regulating and providing rates for the time spent in "switching", "overtime", and "detention", "doubling", "loading" and "unloading freight", etc. These are services performed by the men in the operation of trains, paid for extra, and the Company claim unless the men do run the number of miles per month that should be made under the schedule, there should be no extras paid for, while the employees, regardless of the number of miles to be covered per month, seek extra rates for switching time, overtime and detention, doubling, loading and unloading freight, etc., and desire to have incorporated in the rules and rates pay for all time such as preparatory time (generally one-half or three-quarters of an hour on duty prior to leaving time), switching

overtime, detention, doubling, loading and unloading freight, all of which extras, or many of them may be performed and the miles to be run per month, or the hours to be given, may not be exceeded. Then again, one discovered in the unassigned service, that is, the crews engaged in the moving of the immense number of freight cars on the many divisions, on main and branch lines, many similar changes introduced in the proposed Articles 1 to 5 and their subsections, that mean large increases in the rates. It may also be taken as established that different conditions exist on all the other transcontinental lines, so that it is unsafe to rely too much on comparisons. The employees claim that they are not (and they are not) asking any increases of rates for passenger service per month, as the rates remain the same in both schedules for such service, but they seek to reduce the monthly mileage from 5,600 to 5,000 miles on the main line and for through freight, work, helper service, mixed and way freight service and work trains the mileage and rates are unchanged, but in the schedule proposed many changes and alterations in the rules governing these services are inserted that, if adopted, undoubtedly mean large increases in rates and restrict the Company in their control and use of the crews, necessitating increased wage expenditure. All these demands are claimed by and for the reason that the employees contend they are not adequately compensated at the present time and many, if not all, are in force on other railways systems. There has been a schedule revision on the C. N. R. western and branch lines about or within a year ago and increases were made to passenger conductors and trainmen on the admitted representation that conditions were more favorable and the facilities to make fast time greater on the C.P.R., the older road, and accordingly the reasons for increase do not exist in the present case.

The Company establishes that their conductors, trainmen and baggagemen in the several different classes of service draw as large, if not larger, monthly earnings than on any of the neighboring lines. The summary hereunder set out was taken from the records of the Prairie Divisions for the use of the Board.

STATEMENT SHOWING AVERAGE EARNINGS OF TRAINMEN—MANITOBA DIVISION—YEAR 1913.

Passenger Main Line	No. of Men.	Average per Month.
Conductors	31	\$168.27
Baggagemen	26	99.35
Brakemen	40	90.55
Passenger Branch Line,		
Conductors	16	\$160.86
Baggagemen	19	93.62
Brakemen	22	90.48
Mixed Trains.		
Conductors	11	\$159.13
Baggagemen	2	98.34
Brakemen	19	108.68

Through Freight,	No. of Men	Average per Month.
Conductors	76	\$166.10
Brakemen	76	103.59

The Company presented a further statement showing that today their equipment tied up in engines and freight cars is capitalized at twelve million dollars, with a decrease in freight earnings—taking the month of May, 1913, and the same month 1914—of 31 per cent at principal points, and with hundreds of their former employees on the waiting list, for when depressing conditions demand the reduction of the ranks of employees, under the seniority rules the junior (not the least capable) man goes out, and so on throughout, until there are left to the Company the older of the employees to operate the necessary trains; consequently increases would mean greater pay to men already as well paid as on other lines, and no increases in the number of employees or no means of going to the ranks of unemployed to obtain men to operate the trains on present rates or less, without trouble and strife with the different Brotherhoods. While it is also true that the financial inability of the road or its financial ability to pay is not at all conclusive in fixing rates and arriving at proper compensation for the employees, still, under these conditions now existing, as above recited—millions of dollars of plant unable to be used for want of opportunity, immense decreases in revenue and in the face of the tariff reduction in rates, soon to go into force, compelling further falls in receipts, with hundreds of their capable employees awaiting employment, and with, in force, a schedule of fixed rates of pay created when the earning power and receipts of the Company were at their highest—the Company strenuously claims that the demands of the employees and their contention that *they are not adequately paid* are unfounded, and for the present and the immediate future conditions are *absolutely and unalterably opposed* in justice and reason to schedule revision that means *any increase in rates*, and that they await the business arising and look to the receipts that may accrue from the movement of the approaching Western grain crops to enable them to recall many of the anxiously waiting employees and revive the vast equipment now idle and decaying.

In support of these allegations and contentions submitted by the Company (Employers) they have filed extracts from their records showing the wages paid and earnings of their trainmen and also filed calculations showing the present earnings and the great increases in the wage bill that would arise were the demands of the employees to go into effect, and these have not been attacked or contradicted and seem to be based on reliable and convincing facts. It does seem to be no injustice to require the employees, who are proposing the new articles, to establish to the satisfaction of the Board that the old article desired to be amended worked unreasonably or created a practice in the service that in common fairness ought to be remedied, and that the new article provided a fair and equitable remedy, or that on account of entirely altered conditions the old article was obsolete and the new one met the conditions as existing or another should be enacted.

Proceeding in this manner, the undersigned, after fully reviewing the whole evidence and contentions and arguments and all material that was

filed to assist in making manifest the positions taken by the parties, have arrived at the recommendations following:

That schedule A hereto be put in force as the schedule of Rates and Rules for Conductors, Baggage-men and Brakemen on the Prairie or M. S. & A. Division, and Schedule B. on the Pacific or British Columbia Division and Schedule C for Yardmen on both Divisions of the Employers lines from and after the First day of July A. D. 1914, superseding and annulling all other schedules and rulings theretofore made.

SCHEDULE "A"

PRAIRIE DIVISION.

Articles 1, 2, 3, 4 and 5 and their several subsections in the present existing schedule shall remain in full force and effect except as altered, amended or added to hereby.

ARTICLE 1.

Subsections (F) and (P) are hereby cancelled.

The amendments and insertions hereinafter mentioned are made to the subsections of the same article, that is to say:

The words "and baggagemen" are inserted after the word "brakemen" in the sixth paragraph of Article 1, subsection (A) and the same words after the word "brakemen" in the last paragraph of page 2 of the present existing book of rules containing Article 1 and its subsections, and the same words after the word "brakemen" under the heading "West of Laggan," and between the word "brakemen" and "\$4.01 per hundred miles."

Substitute for (F) the article following:

"(F) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their trips on their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved."

Subsections (K) and (L) of the same article are amended by adding the words "and under through freight conditions" to each.

The following shall be substituted for subsection (P) of the same article:

"(P) Trainmen held off duty on the Company's business or by order of the Company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the Company to attend coroner's inquests, court cases or other public investigations, they will be paid schedule rates for mileage lost and will be reimbursed reasonable expenses when away from home. In such cases the witness fees shall go to the Company."

Subsection (Q) of the same article is amended by inserting the words "for same mileage and overtime" after the word "rates" in the second line thereof.

Subsection (T) shall be amended by striking out the words "or as the case may be" in the last line thereof.

Subsection (U) shall be amended by striking out the word "authority" in the second line and inserting the word "officer" in the second line thereof, and by adding thereto the following: "In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once, upon request, for any shortage adjusted."

The following subsections shall be added to the said Article 1:

"(V) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery between or at terminals an average of eight or more sacks of any class of mail matter on each run or trip, shall receive five dollars (\$5.00) per month therefor in addition to the other remunerations specified in this article. When a baggageman works only part of a month he will receive his due proportion of this amount.

"(W) Trainmen required to turn engines on turntable will be paid for all time occupied, irrespective of any other compensation earned on trip. They will not be required to turn engines on turntables at terminals.

"(X) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles, in all classes of service, in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only part of a month will be credited with such mileage at the rate of one hundred miles for each working day regularly set up. This will not be construed to mean that 2,600 miles is the maximum mileage that trainmen will be permitted to make."

✓ "(Y) Trainmen will not be required to coal engines where regular coalmen or sectionmen are available, nor will it be considered as a part of a trainman's duty to shovel down coal on engines en route. Trainmen actually engaged in coaling engines will be paid at the rate of 41 cents per hour for the time so occupied, and this time will not be deducted in computing overtime.

This clause (Y) takes the place of present clause (O)

ARTICLE 2.

Subsections of this article are amended as follows:

The words "enroute" in the second line of subsection (A) are struck out and the following words "at three or more points en route." are hereby inserted after the word "unloaded" in the eighth line thereof.

Subsection (B) thereof is amended by inserting the words "at the other terminal" after the word "run" in the fourth line thereof, and also by adding the following words to the said subsection: "This will not constitute a run around under Article 13."

Subsection (D) shall be amended by striking out the word "dark" in the last line thereof and adding the following words, "sunset and trainmen may after sunset set off local way cars."

Subsection (E) thereof is amended by adding the words "or switching" after the word "freight" in the first line thereof.

ARTICLE 3.

Subsection (A) is hereby amended by adding the following words thereto: "It is agreed that crews assigned to work train service will not be transferred to other service in case of temporary stoppage of the work-train for less than three days from any cause for the purpose of evading the payment of the guarantee in this rule."

Subsection (B) is amended by striking the word "train" out of the ninth line thereof and substituting the word "crew" therefor, and by adding the following words thereto: "Work trains under the meaning of this clause are trains assigned to maintenance and betterment work."

Said Article 3 is further amended by striking out subsection (C) thereof and inserting the following subsection in lieu thereof:

"(C) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits and work train rates while at work, with a minimum of one day's pay at work train service for the combined service."

Subsection (D) of the said article is amended by inserting the word "Aggregates" for the word "exceeds" in the third line thereof.

Subsection (E) is amended by striking out the last sentence thereof and inserting the following after the word "service": "and will be furnished transportation if requested within a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays, and they are not used, they will be paid for five hours at work train rates." And further, by striking out the words, "If so notified and not used, they will be paid for five hours at work train rates" in the seventh line of the said subsection.

Subsection (F) is amended by inserting after the word "trains" in the third line thereof the words following: "so far as they are under the Operating Department."

Articles 4 and 5 shall remain in force and effect as they stand in the present existing schedule.

The following note shall be added to Article 10:

"It is understood that men will not be held off unnecessarily and caused to lose time under above rule."

The following article shall be added to the said present existing schedule:

ARTICLE 29.

"Trainmen shall not be required to change brasses on cars loaded wholly with lumber, coal, coke or O. C. S. freight."

The following articles, 6 to 28, have been agreed upon by the members of the Board, as heretofore mentioned, as working rules.

SCHEDULE "B"

PACIFIC DIVISION.

Articles 1, 2, 3, 4 and 5 and their several subsections in the present existing schedule shall remain in full force and effect except as altered, amended or added to hereby.

ARTICLE 1.

In subsection (A) the figures "\$89.87" are struck out and the figures "\$97.57" inserted for baggagemen's monthly pay on Main Line Passenger Trains.

Subsection (G) of Article 1 is hereby cancelled and the following subsection inserted in lieu thereof:

"(G) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their trips on their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved."

Subsection (O) of Article 1 in present existing schedule is cancelled and the following subsection inserted in lieu thereof:

"(O) Trainmen held off duty on Company's business or by order of the Company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the Company to attend coroner's inquests, court cases or other public investigations, they will be compensated as above; in such cases the witness fees to go to the Company."

Subsection (R) is amended by striking out "trainmaster" in the second line thereof and inserting the words "the proper officer" and adding thereto the following words: "In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once, upon request, for any shortage adjusted."

The following subsections shall be added to Article 1:

"(T) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles in all classes of service in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only part of a month will be credited with such mileage at the rate of 110

miles and 100 miles respectively for each working day regularly set up. This will not be construed to mean that 2,600 miles is a maximum mileage that trainmen will be permitted to make."

"(T) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery between or at terminals an average of eight or more sacks of any class of mail matter on each run or trip, shall receive five dollars (\$5.00) per month therefor in addition to the other remuneration specified in this article. When a baggageman works only part of a month he will receive his due proportion of this amount."

ARTICLE 2.

Subsection (B) of Article 2 shall be amended by inserting after the word "run" in the fourth line thereof the words "at the other terminal."

Subsection (C) is amended by adding the words following thereto: "After sundown, and trainmen may after sundown set off local way cars," and striking out the words "after dark."

Subsection (D) is amended by adding the words "or switching" after the word "freight" in the first line thereof.

ARTICLE 3.

Subdivision (D) of Article 3 is struck out and the following subsection inserted in lieu thereof:

"(D) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits and work train rates while at work, with a minimum of one day's pay at work train rates for the combined service."

Subsection (F) of Article 3 is hereby amended by striking out all the words after the word "required" in the seventh line thereof and inserting in lieu thereof the words following:

"Trainmen will be allowed to go home for Sundays if train service will permit and it will not interfere with the work service, and will be furnished transportation if requested within a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays, and they are not used, they will be paid for five hours at work train rates."

Articles 4 and 5 in present existing schedule shall remain in force as they stand.

There shall be added to the present existing schedule in force on this Division the article following, that is to say:

"ARTICLE 27.

"Trainmen shall not be required to change brasses on cars loaded wholly with lumber, coal, coke or O. C. S. freight."

The following note shall be added to Article 10:

"It is understood that men will not be held off unnecessarily, and caused to lose time under above rule."

The following articles, 6 to 28, have been agreed upon by the members of the Board, as heretofore mentioned, as working rules:

Articles 6 to the conclusion of the Prairie Schedule and of the British Columbia Schedule, for Roadmen, have not been printed immediately behind the report signed by Judge Gunn.

These Articles are printed in full in the minority report and had been in the hands of the Committee several days prior to the receipt of Judge Gunn's report, therefore, and in order that they may not be reprinted we omit them from the report signed by the Chairman.

The first paragraph of Article 11, was omitted from the Minority report, also from the first report received from Chairman Gunn, but in the last report received from the Chairman we find the first paragraph of Article 11 reads as follows:

"(a) Trainmen will not be transferred from one promotion district to another except in cases of shortage of men on that District, and the junior men will be sent and shall go, unless the senior men wish to go. Trainmen will be notified of such transfer at their home terminal."

We also print in full Articles 1 and 2 in the yard schedule as prepared by Judge Gunn, and agreed to by Mr. Pitblado, Company's representative.

SCHEDULE "C"

ARTICLE 1.

(A) The yards on Western lines shall be divided into two classes, namely. first-class yards and second class yards.

RATES FOR FIRST-CLASS YARDS.

Yard foremen and yardmen in first-class yards shall receive an increase of two cents per hour on the rates in the schedule heretofore in force.

RATES FOR SECOND-CLASS YARDS.

The rates for both yard foremen and yardmen to remain the same as in the schedule heretofore in force.

First-class yards shall consist of the following:—

Fort William and Port Arthur, Winnipeg and Transcona, Brandon, Regina. Moose Jaw, Calgary, Swift Current, Medicine Hat, Lethbridge, Sutherland and Saskatoon, Revelstoke and Vancouver. All other yards shall be second-class yards.

"In case of it being contended that other yards should be included in the first-class yards, the matter to be taken up between the Men's Committee and General Superintendents, and in case of disagreement, the same to be settled by arbitration).

(B) Pilots will receive foremen's pay. Engine herders will be paid yardmen's pay, and no yardman acting as such will be used outside of vard limits except as otherwise provided in Article 10 hereof.

ARTICLE 2.

The established time for day and night yardmen to start work shall be 7 o'clock and 19 o'clock at day and night rates respectively. Crews starting between 6:30 and 10:30 o'clock, day rates to apply. Crews starting at any other time shall be paid at night rates.

The undersigned have concluded that with regard to the remainder of the articles, 1 to 5, and their subsection in the proposed schedule filed by the employees, that as schedule revisions have taken place during the past and many of these proposed subsections have been heretofore under consideration and have not been adopted, we are of the opinion that in compliance with the reasonable rule that ought now to prevail, to govern the proceedings and to guide this Board in their deliberations, namely, that the burden is on the employees to show that the rule in force is unjust, unreasonable, obsolete or inadequate in the circumstances, or in practice it works out onerously and that the proposed rule justly and equitably covers the situation and circumstances struck at—we repeat, we are of opinion that no sufficient grounds were established to warrant this Board in recommending their adoption and directing the parties to put them in force at the present time, but, under altered conditions and other circumstances they wholly or partly may be put forward for consideration.

We cannot part with this report without expressing our gratitude to the officials of the Company not only for very valuable information, but in placing so many conveniences and facilities at the disposal of the Board, and to the officers of the O. R. C. and B. R. T. and their General Chairmen and Committees, for the sincere and earnest efforts to bring to the Board full, complete and reliable testimony and assistance, enabling the Board to deal with the important matters before it, for investigation and report, to the best of their humble ability.

Dated at Ottawa this 23rd day of July A. D. 1914.

R. D. GUNN.
Chairman.

Except as stated in my separate report I agree with the foregoing conclusions of the chairman of the Board.

I. PITBLADO.

MINORITY REPORT OF MR. I. PITBLADO

Minority Report of Mr. I. Pitblado.

**In the Matter of
The Industrial Disputes Investigation Act, 1907,**

and

**In the Matter of a Dispute between
THE CANADIAN PACIFIC RAILWAY COMPANY,
EMPLOYERS.**

and

**ITS CONDUCTORS, TRAINMEN AND YARDMEN,
EMPLOYEES.**

TO THE HONORABLE THOS. W. CROTHERS.

MINISTER OF LABOUR, OTTAWA, CANADA.

The Chairman in his report has in my judgment accurately and succinctly set forth the principles which lead one to the conclusion that there should not be granted at the present time the increases in pay which have been asked for by the Trainmen.

I desire to add as briefly as possible certain reasons for the same conclusion.

At the outset I may say that it seems to me that when conditions and rules of service in such an employment as is here under consideration have existed for many years, and when rates of pay have been established having in regard these conditions and rules, the onus is upon the parties seeking a change in the rules to show that by virtue of altered conditions or other special circumstances such rules are unfair or inequitable.

The same principle is in my opinion also applicable where direct increases of pay are asked. The onus is on the complaining parties to show that the increase is justified.

With this principle in view let us examine briefly the direct and indirect increases of pay asked for by the employees. They are as follows:—

1—A reduction in so far as the Prairie Divisions are concerned of the guaranteed mileage of 5600 miles for Main Line passenger trainmen to 5000 miles.

2—An increase in the monthly pay of Branch Line passenger trainmen (who at present are guaranteed a monthly mileage of 5000 miles) to the same pay as the Main Line passenger trainmen.

3—Overtime (initial terminal detention and preparatory time and objective terminal detention).

4—Short Runs and Turn Round Clauses (recognition of the proposed standard minimum day).

5—A change in the guaranteed mileage so that time occupied in switching, overtime and detention should not be used to make up the monthly mileage the Company guarantees to pay for.

AS TO 1 AND 2 ABOVE—

Under the present rules the following are the rates paid passenger trainmen:—

“FOR MAIN LINE PASSENGER TRAINS”

For monthly mileage of 5600 miles or less, exclusive of overtime:

“Conductors	\$165.00 per month
“Baggagemen	97.57 per month
“Brakemen and Flagmen	88.77 per month

“All mileage made in excess of 5600 miles per month will be paid pro rata.

“FOR BRANCH LINE PASSENGER TRAINS”

“For monthly mileage of 5000 miles or less, exclusive of overtime:—

“Conductors	\$148.50 per month
“Baggagemen	88.00 per month
“Brakemen and Flagmen	80.03 per month

“All mileage made in excess of 5000 miles per month will be paid for pro rata.”

It may be here stated that the statistics filed by the Company show that the average monthly compensation actually paid exceeds the above guarantees.

An investigation of the former schedules of the Canadian Pacific Railway Company's Prairie Divisions, which were agreed to by the Employees, shows that in 1903 both Branch Line passenger trainmen and Main Line passenger trainmen received the same monthly wage, and the guaranteed mileage was the same, 5000 miles in each case. In 1906, however, for the first time, there appears in the schedule for that year a difference in the guaranteed mileage; viz:—for the Main Line passenger men, 5600 miles, and for the Branch Line passenger men, 5000 miles, and the rate of pay of the Main Line passenger trainmen was increased so that, so far as Conductors were concerned, the Main Line passenger

Conductors received \$140.00 per month, the Branch Line passenger Conductors being left at \$125.00 per month; there was a similar difference in wages so far as other trainmen were concerned. Apparently, therefore, in 1906 the men and the Company by their agreement recognized the fact that more mileage might fairly well be required from the Main Line passenger men, and that in consideration of the increased mileage, they would receive a higher pay than the Branch Line men. This same recognition of a different guaranteed mileage and a different rate has been recognized by the succeeding schedules of 1907 and 1911 entered into between the Company and the employees. The same reasons which in 1906 warranted a difference in wages and guaranteed mileage between Main Line and Branch Line passenger service still exist today, and no changed condition has been shown to exist. Moreover, the Company showed that the Branch Lines runs are frequently preferred by the senior trainmen as preference runs though the minimum rate of wages is lower. It was shown before the Board that all the Main Line passenger runs (which are, of course, assigned runs) exceed in the monthly aggregate 5600 miles, with the exception of the run from Winnipeg to Brandon. A clause in all of the schedules, and which has been included in the present one, provided that no reduction in crews or changes in mileage should be made for the purpose of offsetting the increases of wages given passenger trainmen under the schedule. If, therefore, the requests of the men were to go into effect, it would mean a direct increased compensation for all the Main Line passenger trainmen in the Prairie Divisions (except on one run) by virtue of the Company being obliged to pay for all mileage in excess of 5000 miles instead of in excess of 5600 miles as at present, and all the Branch Line passenger trainmen would be increased—Conductors \$16.50 a month, Baggage-men \$9.57 a month, and Brakemen \$8.74 a month. The men did not make a demand for this increase on account of the increased cost of living since the last schedule, and no evidence was given before the Board showing any such increased cost of living. The main contention of the men was that because these rates had been put in force on the Canadian Northern Railway last year, therefore, they should be put in force on the Canadian Pacific Railway.

As this contention as to rules on the Canadian Northern Railway has been strenuously urged by the men as a conclusive argument in favor of certain other increases asked by them, I desire here to state that the representative of the men on the Board seems to have failed to grasp the arguments put before the Board in so far as the Canadian Northern Railway rates and rules are concerned. The increase in the rates of the Conductors on the Canadian Northern Railway and the changes which were put into effect on that road looking to increased compensation for Conductors similar to some of the clauses contended for now, were matters for the consideration of a Conciliation Board in or about the month of April 1913. One of the main reasons urged by the representatives of the Conductors before that Board was that the conditions on the Canadian Northern Railway were not as favorable to the men as on the Canadian Pacific Railway, and that, therefore, the Conductors employed on the Canadian Northern Railway should get higher rates and more favorable conditions. It will be remembered that the basis of employment of men in road service is that they either give nine hours service for a day's work or a certain

number of miles on the road: in freight service, 11 miles is equivalent to one hour, and in passenger service, 15 miles equals one hour. As a matter of fact, if track and operating conditions are favorable for a fast service, the men get the benefit because they cover the mileage in less than the equivalent in hours. The argument therefore used when the rates of pay were obtained from the Canadian Northern Railway Conciliation Board was that the Canadian Pacific Railway with its double track, large yards and other excellent operating conditions, could do the work, passenger and freight, in less hours. This contention on the part of the men appears to have prevailed with the Board in so far as the Canadian Northern Railway is concerned. The Conductors having obtained this schedule from the Canadian Northern Railway through the means of the Conciliation Board, the other trainmen received almost as of course a similar schedule. Moreover, these schedules were obtained from the Canadian Northern Railway at a time when the circumstances of that road would not warrant any friction with its men, and to that extent, the schedules were forced schedules. Besides, these rates were granted by the Canadian Northern Railway when railway earnings in this country had reached their maximum, and it looked as if the general prosperity and increase in freight earnings would continue. Since that time, however, earnings have fallen off to a very great extent, and there is general business depression.

Similar remarks may be made in regard to the Yardmen's rates on the Canadian Northern Railway. They are higher than on any other Western road, and were obtained under somewhat similar conditions.

Now, the employees of the Canadian Pacific Railway urge that because the Canadian Northern Railway employees have received certain rates and certain rules, therefore, the Canadian Pacific Railway should give them.

Present conditions differ very much from those which prevailed when the Canadian Northern Railway schedules went into effect and point conclusively to the fact that it would be unfair to the Canadian Pacific Railway to impose upon it at the present time heavy increases in the cost of operation. A statement filed by the Company shows that from the First of January to the week ending June 7th, 1914, the Company's gross earnings were \$10,305,000 less than for a corresponding period in 1913, and that the nett earnings for the months of January to April (inclusive) of 1914 were less by \$3,235,981 than for the corresponding months of 1913. Later on in the investigation a further statement was filed which shows that this state of things is continuing. Moreover, the Company has pointed out that the reduction in freight rates, which has been ordered by the Railway Commission to go into effect on the First of September, will probably mean a difference of about \$1,500,000.00 in the year's earnings. Further statements were filed by the Company showing comparison of freight earnings at the principal stations on the Western lines in May 1914 as compared with the same month in 1913, which corroborate the great falling off in business.

It is well known that there exists throughout the country today general business depression, and in the absence of proof showing that the employees are not receiving a fair and reasonable return for the services

rendered, it would be most unfair to increase the Company's cost of operation. The Chairman has pointed out in his report the labor conditions which exist. There are very many idle men today skilled in the class of service in question, as the Company has been obliged to lay off crews from time to time on account of the lack of work. And, yet, in spite of all these conditions, the representatives of the men still insist that the men who are retained in the service should receive largely increased compensation.

AS TO 3—OVERTIME, INITIAL TERMINAL DETENTION,

PREPARATORY TIME AND OBJECTIVE DETENTION.

Under the existing rules the men's time counts from the time set for the departure of the train, and ends at the end of the trip when the train has been registered at the terminal point. The existing and previous schedules of rates have been made on the understanding that the trainmen would be on hand 30 minutes (passenger) and 45 minutes ((freight) before the time set for the train to leave. This was in order that the men should see that the train was in proper order, freight Conductors get their way bills etc. The Conductors and trainmen in Western Canada have a nine hour day, in Eastern Canada, and on many other lines, with which comparisons are attempted to be made, a ten hour day. The Company claims that one of the reasons for the concession of the nine hour day to the men was the fact that this initial time would be given by the men. Now, the men have claimed that they should be allowed for this initial time and also for objective terminal detention, not from the time the train reaches the registering office, but from the time the train is first stopped on its approach to the objective yards. Payment for this initial and objective terminal detention is asked for by the men separate and distinct from the time of the trip. It would be an extra and additional pay. Take for instance a freight crew leaving Kenora at 8 o'clock in the morning and arriving at Winnipeg at 16 o'clock, the trip has taken 8 hours, the crew gets paid not for one day's service, but for 133 miles, or for a day and a third; but they would in addition, if the present contention of the men were granted, receive three-quarters of an hour extra pay for having been on hand that long before the train left, and also for whatever time the train was delayed in getting into the yard at Winnipeg. To give effect to the men's contention would mean that every freight Conductor and Brakeman would receive as initial terminal detention additional pay for 45 minutes per trip and an unknown amount as objective terminal detention, while, each passenger Conductor and trainman would receive 30 minutes pay as initial terminal detention and a similar indefinite amount as objective terminal detention irrespective of the number of hours they had been on duty, even though the whole trip might have been completed in much less time than the speed basis period. In addition to this initial and objective terminal detention, the men were also asking changes in the rule governing intermediate detention, that is, delay while in transit. This would also mean increased compensation.

AS TO 4—SHORT RUN AND TURN ROUND CLAUSES.

With regard to the short run clause, the present rule provides that on all unassigned short runs of less than 100 miles trainmen shall be allowed 11 miles per hour with the following minimum, namely:—

Under 50 miles	50 miles
From 50 to 74 miles	75 miles
From 75 miles to 99 miles	100 miles

Actual mileage both ways on the round trip to be counted on arriving at mileage of run.

The men have asked a rule under what is known as the Minimum Day's Wage, whereby each time a crew is ordered out on a short run they would get 100 miles or a day's pay, and a trip would automatically end on arrival at a terminal; so that if the Company were obliged to send a train out 10 miles and back, in all 20 miles, it might be done in two hours; yet, the Company would have to pay one day's full pay therefor, and would not have the privilege of using the crew in any other service.

The Company on the other hand in its presentation submitted that it was willing to pay for either hours or mileage, but that it ought to be able to use the men in other similar employment for making up any shortage of time or miles. This the representative of the men strenuously objected to.

AS TO 5—CHANGE IN GUARANTEED MILEAGE.

The men asked a further change in the rules governing employment so that the guaranteed mileage in any class or service would not include the time occupied "in switching, overtime and detention." This is best illustrated by considering freight crews.

Trainmen who are employed in freight crews regularly set up are now paid by the Company for not less than 2600 miles in all classes of service in any one month. In other words, the Company guarantees each month to such freight crews 26 days work of 100 miles a day, making in the aggregate 2600 miles. At the present time the Company in order to make up this 2600 miles, may include time employed by the crews switching (which is paid for in addition to their mileage) and all overtime and detention already granted under the rules. In other words, the present guarantee is that freight crews will from all classes of work which they are called upon to do get pay for not less than 2600 miles in the month. This rule has been in existence for many years. The men now urge that this 2600 miles should be "exclusive of switching, overtime and detention." In other words, the men want to get a guarantee of 2600 miles, and in addition thereto, they want to be paid extra for switching, overtime and detention, although these now assist in making up the total guaranteed amount. To give effect to this contention of the men would mean increased compensation to a large extent, but at the present time impossible to estimate. The Company showed that there are a number of men who do not reach the 2600 miles minimum, but who receive pay for 2600 miles, and, yet, if the rule were put into effect, these men would be entitled to pay for switching, overtime and detention in addition.

No evidence was given before the Board to show that the present rules governing the matters above referred to were oppressive or unfair, or that the men did not receive fair and reasonable compensation; whereas, on the other hand, the evidence shows that the effect of making the rules asked for by the men, would be to unfairly and unreasonably add additional financial burdens on the Company, requiring it in many cases to pay large sums of compensation for which it would receive no service at all.

It will be further noted that while the representative of the employees urges the Canadian Northern Railway rules as an argument for these changes, the present demands upon the Canadian Pacific Railway have gone in many cases much beyond the rules at present in force on the Canadian Northern Railway or on any other railway system.

Mr. Campbell, the representative of the men on the Board, in his report indicates that the men estimate that their demands would only amount to about 6 per cent increase in the pay rolls of the Company. No evidence to that effect was given before the Board. The Company on the other hand contend that the increase would be very much greater, but in view of the fact that many of the increases would be indirect rather than direct, it is clear that it is impossible to accurately estimate what these increases would mean in the aggregate.

It may here, however, be noted that the Company showed that the putting into effect of the short run clauses proposed by the men on the British Columbia Division (where there are a number of short runs) would have meant an increase for the month of October, 1913, of 80.1 per cent in the cost of such short runs.

The evidence adduced to the Board indicates that the men employed by the Canadian Pacific Railway are treated as well, if not better, than the men on other lines, and that they are receiving fair and reasonable wages for the services rendered, and as large, if not larger, monthly earnings than the men on other roads in similar territory.

POINTS IN WHICH I DIFFER WITH THE CHAIRMAN'S REPORT.

While agreeing for the most part with the conclusions arrived at by the Chairman in his report, and while recognizing his patient, thoughtful and careful consideration of all the varied propositions presented to the Board, it is with regret that I feel constrained to separately express my views, and to differ from the report of the Chairman upon several matters set out in his report.

(1)—YARDMEN'S RULES—ARTICLE II.

The present Article II in the Yardmen's rules for both the Prairie and British Columbia Divisions is as follows:—

"Article II.—Yard crews employed in switching cars shall consist of not less than two men, including the foreman. This will not be construed so as to interfere with the present practice otherwise."

The employees have requested the following Article in place of the existing one, namely:—

“Yard crews employed in switching cars shall consist of not less than one foreman and two helpers.”

The Chairman recommends in his report the following rule:—

“A yard crew shall consist of not less than a foreman and two helpers, except where special arrangements are made by the General Superintendent with the General Committee.”

The present Article II has been in existence on Yardmen's schedules on Western lines for many years, and it has been shown in evidence that the present practice is to have crews of not less than three men in all the larger yards and in all places except where the amount of switching to be done is of such a small character that a crew of two men can readily and safely do the work. No evidence of any kind was offered to the Board to show that accidents either to men or to property had occurred by reason of there being some switching crews consisting of less than three men, and in view of the fact that in my judgment, the onus of showing the necessity for a change in a rule which has been in existence for a long time, is upon the parties asking for the change, no case has been made out calling for a rule which will require three men in each crew “except where the General Committee of the men otherwise agree.” The effect of this rule will, therefore, mean increased expense to the Company without any increased earnings, which, under existing circumstances, is not in my opinion warranted unless conditions had been shown which indicated that the present practice upon the Railway was so dangerous that a change should be made.

(2)—I cannot agree with the suggested allowance of \$5.00 per month to train baggagemen under suggested new Article I (V) (Prairie) and Article I (T) (Pacific) where the baggagemen handle an average of 8 or more sacks of any class of mail on each run or trip.

There are two distinct classes of mail carried in baggage cars:—

(a)—Ordinary mail bags on small runs where there is not enough mail business to warrant a mail car. In such cases the baggagemen receives closed bags of mail and hands them off at destination. This practice has been going on during all the time the Railway has been doing business in Western Canada, and the former rates to baggagemen were given recognizing the fact that on these short runs where very little baggage was carried they would handle these closed mail bags. The amount of mail handled in this way is not as a rule heavy and the baggage is very light. I see no reason why the Company should pay extra for this service.

(b)—Another and distinct class of mail is where a portion of the baggage car is occupied by overflow of closed mail bags from the mail car. In these cases the baggagemen are not required to handle the mail bags except in a few isolated instances.

While it was urged before the Board that the institution of the new parcel post would result in considerable more mail being handled by bag-

gagemen. still, there are no figures before the Board showing what this increase in work may amount to, and no data by which it can be figured out that \$5.00 a month should be paid to every baggageman who handles 8 or more bags of mail on any run. Before any such addition to the operating expense of the Company is put upon it, the work of the baggageman on each run should be looked into. Upon a consideration of the actual runs by the Company and representatives of the men it may be found that on some runs more than \$5.00 a month should be paid, and that on a very great many runs there should be no increased remuneration at all. My opinion is that this rule should be referred back to the representative of the men and the Company for their consideration with a view of endeavoring to arrive at an amicable adjustment of the matter if increased work is being unduly imposed upon the baggegemen.

(3)—I cannot agree with new Article 29 relative to changing of brasses.

The men asked for a rule providing that they should not be required to change brases on cars while en route except on cars containing live stock and perishable freight. The Chairman has recommended that a rule should be inserted as follows:—

“Trainmen shall not be required to change brasses on cars leaded wholly with lumber, coal, coke or O. C. S. freight.”

The changing of brasses is one of the incidents of Railway service. Cars without apparently any cause will occasionally get hot boxes and the brasses require to be changed. If the men's contention had been sustained, it would have meant serious inconvenience to the public. Train crews have always as a condition of their service, from the time Railway service began anywhere, changed brasses on cars on their train while in transit. The crews carry in each caboose brasses for this purpose. To relieve them from this part of the ordinary incidents of their service, would cause serious inconvenience to the public. If crews are delayed in changing brasses they get paid for the delay either in their usual regular hours of service or by overtime, but if cars could arbitrarily be put off the train at the first siding because a brass required changing, there would be a serious interference with traffic conditions. The force of the Company's contention in reply to the rule proposed by the men was felt, and so the rule as suggested in the Chairman's report covers only lumber, coal, coke or O. C. S. freight.

In Western Canada it is frequently as important that coal or lumber or O. C. S. freight should reach its destination without delay as other classes of freight, and in my judgment, no evidence of any hardship on the part of the men has been adduced which would warrant the imposing of this new rule upon the Company. This rule is not in force on any railway so far as can be ascertained. It has been shown that in many cases in Western Canada there are only three trains a week over certain Branch lines, and if a crew can put off a car rather than change a brass, the freight would be very seriously delayed.

The representative of the men upon the Board in his report to the Minister of Labor has laid stress upon the fact that Sir Thomas Shau-

nessy in a letter of somewhat recent date stated that it was the policy of his Company that his men should receive "the favored nation clause." While it was stated that the men had such a letter from Sir Thomas Shaunessy, the letter itself was not read to or filed with the Board, and the representatives of the men did not claim that any such letter constituted an agreement between them and the Company. The Company has all along contended, and it was practically admitted by the men, that the men on the Canadian Pacific Railway were treated as well, if not better, than on any lines, and the evidence discloses that while on some lines higher rates may appear to exist, yet, on the average, the trainmen on the Canadian Pacific Railway Western lines earn a higher monthly wage than trainmen employed in similar territory, owing to more favorable operating conditions.

It has been urged on behalf of the men that many of the proposed rules which will mean increased compensation are now in operation on the Canadian Pacific Railway East of Fort William, but it was shown to the Board that rules and rates are bound up together, and no valuable comparison can be made without both being considered. The rates paid the men on lines East of Fort William are not as high as on Western lines, and many of the rules which carry with them additional compensation, are different. Moreover, on Eastern lines a ten hour day is in force instead of a nine hour day as on Western lines.

To pick out any particular rule and compare it with that in force on other lines is, the Company says, unfair unless the rates and other conditions of service are also compared.

The representative for the men upon the Board in his report states that the Company admits that no material changes or improvement have been made in the rules since 1903. No such admission was ever made by the Company. The printed rules of 1903, 1906, 1907 and 1911 were before the Board. These show that many changes and alterations in the rules and conditions of service have been made since 1903, and all have been for the benefit of the men. Moreover, since 1906 the Company has built on Western lines double tracks or Branch lines acting as double tracks, which by the end of the year 1914 will amount to 1250 miles, covering a very large portion of the lines of the Company which have heavy traffic. The Company has also within the last 8 years at great expense remodelled and enlarged all the important terminals, and improved in every possible way traffic conditions. All of this, while assisting the Company in conducting its operations, has also greatly facilitated the work of the men, and enabled them to make their mileage in less time and with greater safety. While the argument is made by the representative of the men on the Board that the loading of motive power to its utmost capacity is preventing a high speed basis, as a matter of fact, the contrary is the case. By reason of the improved facilities, the speed basis of trains has increased, and train crews are getting over the road faster than before.

All of which is respectfully submitted.

Dated at Winnipeg, this 29th day of
July, A. D. 1914.

MINORITY REPORT SIGNED JULY 21st, 1914, BY DAVID
CAMPBELL, BARRISTER OF WINNIPEG, REPRESENTATIVE OF THE EMPLOYEES ON THE BOARD.

NOTE.—Prior to the preparation of this Report the above representative of the Employees had been furnished with a copy of the findings of Judge Gunn, Chairman of the Board, although such findings (as heretofore included) had not been fully worked out into actual language, with the signature of Judge Gunn, Chairman, and Isaac Pitblado, K.C., Company's representative on the Board, attached thereto.

Minority Report of Mr. D. Campbell

In the Matter of
The Industrial Disputes Investigation Act, 1907

and

In the Matter of a Dispute between
THE CANADIAN PACIFIC RAILWAY COMPANY,
EMPLOYERS.

and

ITS CONDUCTORS, TRAINMEN AND YARDMEN,
EMPLOYEES.

TO THE HONOURABLE THOS. W. CROTHERS,

MINISTER OF LABOUR, OTTAWA, CANADA.

DEAR SIR,—

It is with extreme regret that I find myself unable to adopt the views of the Chairman of the Board in the above matter, whose report will undoubtedly be concurred in by my other colleague, who at the present time is absent from the Board. It therefore becomes my duty in fairness to the several thousand employees whom I represent on the Board, to make a minority report. It would have been much more pleasant to me and also more desirable for all concerned, if the unanimity of the Board could have been obtained, but regardless of this I must do what in equity and good conscience ought to be done in fairness and justice to the parties.

In accordance with the provisions of the Industrial Disputes Investigation Act of 1907, a Board of Conciliation and Investigation was on the eighth day of April A.D. 1914, constituted on the application of the Employees to investigate and report upon a dispute between the above-named parties, and by consent the fifteenth day of May A.D. 1914, at the City of Winnipeg was fixed as the time and place the Board would convene to hear the parties, their witnesses and evidence.

At the time and place appointed the Board met and were attended by the General Manager and the General Superintendents of the Western Lines of the Company, and Mr. Samuel N. Berry, Vice-President, and Mr. William G. Chester, General Chairman of the Order of Railway Conductors and a representative Committee of those Employees; and Mr. James Murdock, Vice-President, and Mr. E. H. Cooke, General Chairman of the Brotherhood Railroad Trainmen, and a representative Committee of the Trainmen and Yardmen appeared on behalf of the Employees.

Upon opening up of the matters involved in the dispute it was found that the locality of the said dispute extended over the main line, branches and yards of the Railway Company from Fort William, Ontario, to the Pacific Coast, and the territory was and had been divided into two Divisions,—one from Fort William, Ontario, west to the western limits of what is known as the Alberta Divisions of the Railway, including the Manitoba, Saskatchewan and Alberta, or Prairie Divisions, and the other extending from these limits to the Pacific Coast and known as the British Columbia or Pacific Division, each governed and covered by separate and distinct schedules of rates and working rules for Conductors, Bag-gagemen, Trainmen and Yardmen, and each containing many different working rules and materially unlike in rates of compensation, but together forming a basis of agreements between the Company and about 3,000 employees.

It further appears that the Employees had, on or about the 8th day of August A.D. 1913, given notice that they desired a revision of those schedules and submitted proposed revised schedules for each of the above named Divisions which are on file in your Department in these proceedings. On September 15th, at a conference between the Officers of the Company and the Committee of the Employees, the Company requested an adjournment of the negotiations until December 1st in order that the Officers of the Company and all the Employees might be at their posts of duty during the busy rush of the western grain crop, and in this the Employees acquiesced. Conferences were resumed on or about December 15th, which continued for some days and no agreement being reached the Canadian Executive Officers of the two Organizations were called into the controversy and another adjournment was made until March 16th. At this time negotiations were again entered upon with the Company and no agreement being arrived at an Application was made to your Department by the Employees for the appointment of this Board.

The proposed schedule of the Employees do not contemplate nor provide for a general increase in the existing rates of pay. But the proposed changes in rules would result in increasing the compensation for practically all the Employees concerned, and in regard to the Yardmen a general increase of two cents per hour is demanded.

The Company opposed the adoption of these proposed changes on the ground generally: That the time was inopportune for increasing the cost of operation owing to the dull times and the prospective reduction of freight rates: That the proposed changes would materially hamper and interfere with the successful and satisfactory operation of its trains and transportation service: That the existing schedules of rules and working conditions with their rates of pay were fair and adequate and on the

whole better than those of competing and parallel lines: That comparisons should not be made with the Canadian Northern Railway conditions in the Conductor's and Trainmen's schedules as that was not a standard Road, exceptionally favorable rules and rates were forced by the Employees at a time when that Company could not afford to resist: And that therefore no changes should be made which would in any way increase the cost of operation.

In addition to this the Company contended that if any changes in these schedules were to be considered, that these entire schedules should be abolished and should be superseded by a complete and new schedule, differing very radically from the present one and based upon what they termed certain general principles. These general principles are fully set out in an application made to your Department by the Company immediately after the Application made by the Employees for the appointment of a Board of Conciliation and Investigation, but which was considered and treated by you as the Company's reply to the Application of the Employees for a Board, and to be taken into consideration in the proceedings had and taken before such Board.

On the other hand the Employees contend that there has been no general revision of the rules of their schedules since 1903, on account of their and the Company's connection with the various general wage movements in what has been known as the Western Association of Railroads: That the last general increase in rates of pay amounting to ten per cent. occurred in March, 1911, at which time any revision of the working rules was precluded, although requested by the Employees: That the increases accruing from the proposed changes now sought would not in the aggregate exceed more than six per cent. of the present pay roll and that such increase would not nearly meet the increased cost of living since the close of 1910: That many of the proposed changes are intended to be corrective in their character and merely provide an automatic remedy for abuses under the present rule by the subordinate officers of the Company, their actual cost being problematic and would be eliminated almost entirely by the exercise of reasonable diligence on the part of such Officers: That the excessive efforts on the part of the Company to economize have placed onerous conditions and unnecessary hardships upon the Employees and an indifferent regard for the safety of life and limb: That when many of the present rules were agreed to they were understood to concede and for a time did concede certain conditions and allowances to the Employees, but these conditions and allowances have from time to time restricted or avoided by placing strained constructions upon the rules: That the proposed changes will not in any way hamper the successful operation of the trains and transportation facilities of the Company: That on a greater part of the Lines involved in the present dispute, the capacity of the Company's engines has been very largely increased since 1910, so that each train crew is now handling from 25 per cent. to 50 per cent. more business than formerly for the Company within specified hours of service: That at the time those negotiations first began and at which time they ought to have been concluded, and doubtless would have been concluded but for the consideration of the business of the Company during the wheat rush, that the pretext of business depression was not available and even though seized at this time

by the Company is no justification for refusing the present demands: That the business depression or reduced earnings by reason of lower freight rates or otherwise, has no relation to improved working conditions or increased remuneration to which the Employees by reason of the nature of the employment, or the conditions under which they work and live, are at any time entitled: That the general principles submitted by the Company as the basis of a schedule or rules and wages have no right to be considered in this controversy, because no notice of such an intended change as provided by Section "57" of the Industrial Disputes Investigation Act has been given the Employees: That the proposed general principles and its accompanying schedule of rules being only submitted when a Board of Conciliation was about to be established in a device by the Company for the purpose of confusing and misleading the Board: That the present rules and some of the rates of pay on the Western Lines of the Canadian Pacific Railway are less favorable to the Employees than the rules and rates of pay of the competing Canadian Lines of the Grand Trunk Pacific Railway and the Canadian Northern Railway and that since the general increase of wages in 1910 these other Lines of Railway and the very great majority of American Lines have revised their schedule rules and these now contain many valuable conditions which the Canadian Pacific Employees do not have and are not even now contending for.

In consequence of the wide differences and enlarged dispute between the opposing parties, partially defined herein and more fully set out in the presentation of the Employees and the answer or statement in reply of the Employer, the Board were engaged for some time in taking evidence and in hearing the exhaustive representations and arguments submitted by the respective parties and the examination of various rates and documents filed. Having exhausted all efforts to bring about a settlement by means of conciliation, it then became the duty of the Board to undertake to determine what, under all the circumstances would be a fair and equitable basis of a settlement of the dispute and report thereon to your Department accordingly. The various witnesses, Committees of Employees, attending Officers of the Company and their assistants were then dismissed and since then the Board have spent considerable time and labor in their endeavors to arrive at a satisfactory result.

The Company's position in regard to comparisons with their competing and parallel lines in Western Canada, is without satisfactory foundation and a reference to the existing Agreements between other employees, such as the enginemen and telegraphers and the three Companies, discloses the fact that there are none of them more favorable to the Employees than those of the Canadian Pacific Railway. In fact some of them are identical throughout. Comparisons have always been the most potent factor in determining rates of pay and working conditions for Railway Employees the whole Continent over. A reference to the award of the Arbitrators, which determined the rates of pay for about fifty Railroads east of Chicago for the Conductors and Trainmen, will show that the Arbitrators laid very great stress upon comparisons and this regardless of location of the Line, the class of traffic handled, the density or paucity of the traffic or the physical conditions of the country traversed or whether any one particular Line was a standard Railway or was financially strong or weak.

In a letter written by Sir Thomas G. Shaughnessy, the President of the Canadian Pacific Railway, of somewhat recent date and read to the Board, he stated that it was the policy of his Company that his Employees should be treated as liberally, or a little more so, as other Employees on other Lines of Railway, his own words being that the Company desired to extend to them "the favoured nation clause." It does not now seem consistent that the Company on its Western Lines in dealing with its Conductors, Trainmen and Yardmen, should now instead of being in advance of other Companies in the matter of favorable wages and working conditions, be an unwilling follower.

The Company's contention that the Canadian Northern rates of pay and working conditions for Conductors, Trainmen and Yardmen should not establish a precedent for the Canadian Pacific Railway because they were obtained by force is likewise untenable in view of the facts. The existing schedule of rules and rates of pay for Conductors on the Canadian Northern Railway was established by the Board of Conciliation, which investigated and reported on the matter on or about the month of July 1913. The existing rates and conditions for the Trainmen and Yardmen were established by mutual agreement and became effective from October 1st, 1913, and could not have been the result of a forced issue on the part of the Employees. If a strike had been contemplated for the purpose of forcing upon the Company undesirable rules and rates of pay, before such issue could be had or taken the terms of the Industrial Disputes Investigation Act would of necessity been invoked and a Board established thereunder to determine in the final analysis the rights of the parties. No such Board was established and an Agreement was reached which therefore must have been mutually agreeable and acceptable to the Company and the Employees.

That the present time is inopportune for making any changes in rules that would increase the remuneration of the Employees is likewise not well founded, nor is the Company's objection well taken on the ground of the prospective reduction in freight rates in the near future. Never in the history of the Canadian Pacific Railway has the rise or fall of freight rates or the increase of earnings either gross or net, in any way determined an increase in wages for the Employee. The Employees contend that in the past their arguments to the Company based on the high and exclusive rates enjoyed by this Company and its ever-increasing large earnings, have been met with the answer that because of these exceptional privileges which the Company enjoyed or of its unexcelled prosperity, that the Company was not therefore entitled to pay more to its Employees than did its competitors less favorably situated; that the going-wage was all it was entitled to pay and that it was willing to pay always as much as or a little more than other Canadian Lines in like territory.

Inasmuch as the earning capacity of the Company or the actual earnings thereof do not at any time either for this Company or any other Company factor in the determination of wages and working conditions, the argument advanced by the Company should not now be heard in its behalf. If the Company's argument possessed any virtue at all and did, in fact, have any relation whatever to the determination of wages and working

conditions, then wages would rise and conditions improve automatically with the increase of earnings. Upon an examination of the matters before the Board it is clear that in every instance wages have increased and working conditions improved only as a result of persistent effort and agitation on the part of the Employees.

It is difficult to conceive of the force of the Company's argument against the adoption of many of the rules now proposed on the ground that the existing rules and working conditions with their rates of pay are fair and adequate and generally better than those of competing or parallel Lines. Many of these proposed rules are now in operation on the Canadian Pacific Lines East of Fort William and have been since July 1st, 1910, and as a result of a mutual agreement. Likewise they are practically all in effect on the Canadian Northern Railway, which parallels the Western Lines of the Canadian Pacific Railway, operates through similar country, handles similar traffic and for the same rates of haulage of freight and passengers.

That the proposed changes in the rules interfere with the successful operation of trains and of the transportation facilities of the Company, is a mere statement by the Company without any foundation of fact. If the proposal by the Employees that engines with a higher haulage rating than 150 per cent. (or thereabouts) should not be regularly assigned to way-freight service, or that engines which blow steam should not be used in yard service is considered an interference with the successful movement of trains, etc., the question of how much their extremely hazardous occupation ought to be permitted to be made more and more hazardous in the interest of purely economical considerations for the Company. The statistics submitted by the Employees to the Board, showing the high average death rate of these Employees, and the ever-increasing destruction and maiming of their bodies, are sufficient to warrant any tribunal in concluding that it is high time to call a halt. It was shown by the Employees that in the past engines of a higher percentage than 150 per cent. were not used in way-freight service where a large amount of shunting is of necessity done, but in recent years road engines of as high as 210 per cent. are used in this service and are extremely hazardous to men when making couplings and in shunting generally. It was likewise shown by the Employees, and is in fact self-evident, that an engine blowing steam from the lack of proper packing in its pistons will obscure signals of yardmen thereby rendering extreme hazard to men engaged in yard service. The amount of interference in the Company's successful, and satisfactory operation of its trains would mean that the pistons should be kept properly packed so that this would not happen. Another of the illustrations which bear upon this point is the demand of the Employees that each yard crew shall consist of at least one Foreman and two Helpers. This barely gives a sufficient number of men to properly perform yard service and be able at all times to give and repeat signals to the locomotive engineer, whose line of vision is constantly intercepted by the curves in industrial sidings and yards generally where shunting operations are performed. Men have frequently been pinned between cars and their bodies dragged by an arm or a leg for considerable distance when there is not an additional man within reach to signal the Engineer.

While agreeing with my learned colleagues on the Board, that the Company in its reply to the Employees Application for the appointment of a Board, or in the course of its arguments and representations to the Board upon the Employees' proposals has the right to introduce whatever propositions or replies which it may deem proper. I am, however, in the light of all the circumstances, unable to fully rid my mind of the doubt in regard to the Company's sincerity either in proposing certain stated general principles or a schedule of rules and rates of pay based thereon for the serious consideration of the Board.

In a letter to the Employees' Committee by the Officers of the Company on December 18th, 1913, the Company states, "As you have pressed for a counter-proposal we beg to advise that the only one we can make is that the schedule now in force remain as it is," and a perusal of the correspondence passing between the Company's Officers and the Employees' Committee discloses the fact that no mention was made by the Company, of these general principles and an entirely new schedule of rules and rates of pay based thereon was made, until the Company was advised that an Application was being made by the Employees to your Department for the appointment of a Board of Conciliation and Investigation. The Employees also contend that those so-called principles have recently emanated from the American Railway Association for the purpose of being used in the controversy now existing between the Western Association of Railroads and its Locomotive Engineers and Firemen in Chicago. At all events, the Company admitted its inability at this time to compile and submit for consideration a complete schedule of rates of pay to accompany its proposed schedule of rules, and if the Company's statement, that there was no desire on its part to reduce the present wages or earnings of its Employees, is correct it is difficult to understand what possible purpose the proposed schedule of rules or the application of any general principles could contemplate.

In reviewing the arguments and contentions made by the Employees, they establish to a substantial degree a justification for the adoption of almost all of their proposed changes in rules and the increases in remuneration. The Company admits that no material changes or improvement have been made in the rules since 1903. Likewise that when the general increase was made in March 1911, that proposed changes in rules were denied. While selecting isolated and extreme cases for the purpose of illustrating the effect of certain rules if adopted, the Officers of the Company made no effort to prepare a full and complete statement of the additional cost which the proposed changes would entail in their entirety, nor did they submit any evidence to show that the increased remuneration would be in excess of or even in keeping with the increase in the cost of living since 1910. Doubtless the contention of the Employees that the aggregate cost to the Company would not exceed six per cent. of the present pay roll, is entirely correct. On the other hand the report of the Arbitrators which decided the controversy on the Eastern Railroads, referred to above, shows that after making an exhaustive investigation into the increased cost of living they determined that it was in any event not less than seven per cent during the period since 1910.

It was clearly established by the Employees that many of their proposed changes were intended more as corrective rules than for the purpose of obtaining additional pay thereunder. To merely insert a rule that the Company will do a certain thing or will not do a certain thing, has in the practical operation of things had little or no effect as to what shall or shall not be done because it ultimately rests with the subordinate officers of the Company, or other employees, to carry out these undertakings and when they are ignored there is always a pretext forthcoming for having done so, but when the payment of time or penalty is involved for the failure to do or not to do a certain thing it acts as an automatic remedy in the interest of economy for the strict compliance with the undertaking, and the superior Officers of the Company will not accept mere excuses from their subordinates or other employees for their failures. No better illustration can be had of this than the Employees' proposal for the adoption of payment at overtime rates for what is known as "Objective Terminal Delay." This proposition means that when a freight train arrives at its objective terminal and is held out of the yard by being kept standing on the main line while the entrance to the yard is blocked by the switching operations of a yard crew, regardless of the fact that the trip from the initial terminal has been made in less than the allotted number of hours constituting a day's work, that the crew in charge of the train will be paid overtime while so detained. The absence of such a corrective rule permits the yard crew or the Yardmaster to carry on switching operations with absolute indifference in regard to the length of time the train crew may be kept waiting for an opportunity to bring its train into the yard so long as the time waiting, plus the time actually consumed in making the trip, does not exceed the number of hours constituting a day's work or the maximum time allowance for making the trip on the basis of eleven miles per hour. Whereas if the Company were obliged to pay for this delay, it would immediately become the imperative duty of yardforemen or yardmen to either suspend operations for a few minutes to permit the train to be brought into the yard or sufficient trackage would be kept available for that purpose so that no objective terminal delay in getting into the terminal with trains would result, nor would there be any additional cost resulting to the Company.

The contention of the Employees that the Company exercises a greater regard for economy than for the safety of the Employees is illustrated in the use of 210 per cent. engines in way freight service, so that the greatest possible number of cars may be hauled in the train even though engaged in the work of a way freight train.

The Employees contended that when the present rules were adopted many things were conceded through them which have since been taken away by means of the interpretations placed upon the rules in recent years by the Officers of the Company and as illustrating that, point out that at one time, and until a few years ago, the objective terminal detention was paid by the Company as is now proposed by the Employees' amended rule. All of which is admitted by the Company, and the Officers attempt to justify this course on the ground that the Employees are only entitled to whatever the strict literal construction of the rule will of necessity involve. This practice brings about many proposed changes in the present rules

in an effort to use clear and definite terms, the meaning of which cannot be evaded. The Company admit the increased hauling capacity of engines and other facilities whereby train service employees are able to accomplish much greater results for the Company in a given period of time than formerly, but denies increased responsibility, additional hazard or more onerous working conditions resulting therefrom or accepting this as any justification for either the payment of increased remuneration or the ability to so pay, all of which are clearly self-evident.

It seems unfair to the Employees that after acceding to the Company's wish to defer negotiations from September last in the interest of a rush of business, that advantage should now be taken of a depression in business to refuse these deferred concessions.

The Employees also establish that other Canadian Lines and many American Lines have revised their working rules since the general wage increase of March, 1911, and that the Western Lines of the Canadian Pacific Railway Company is the one outstanding exception. The Employees also directed the attention of the Board to the fact that it is a matter of considerable difficulty to undertake and can only be undertaken once in several years. The expense is one of the Chief factors in prohibiting too frequent negotiations for schedule revision, and as illustrating this point to the fact that the present negotiations have cost the employees concerned upwards of \$30,000.00. This difficulty is probably increased as a result of the Officers of the Company endeavoring to minimize the payment of allowances provided by the various rules. If an Officer dishonors a claim of an Employee for compensation under the rule, regardless of the plain intent of its meaning, it may necessitate the intercession of a Committee and Officers of the Organization to the higher Officials of the Company and thereby the expenditure of hundreds of dollars in the adjustment of a claim where but a few dollars are involved, and this without any additional expense to the Company. So that the endeavors of the Employees to secure rules that are free from ambiguity or possible misconstruction is justified and even commendable.

It is with the most profound respect for judgment of my learned colleagues, that I state very emphatically that in my judgment the Company did not establish in the slightest degree that its Conductors, Trainmen and Baggage-men draw as large if not larger monthly earnings than similar employees on any of the neighboring lines and the statement submitted by the Company showing the average earnings of some of these employees, does not in any way indicate such a fact nor is it even fair to be regarded as showing, under all the circumstances, that the rates for the various services performed are at all equitable.

In the first place the straight monthly wages on the Manitoba Division of the Canadian Pacific Railway are identical with those of the Canadian Northern Railway for the same class of service, except in a few cases where the latter are higher. This being true, if the Canadian Pacific Employees earn more money in overtime and extra service it follows that they must be working longer hours and performing additional extra service. When Mr. Murphy filed this statement on behalf of the Company, I asked him what the average total monthly earnings were of Canadian Northern

Employees in similar territory and service, and he answered that he did not know, but that it could be ascertained. If he ascertained from the Canadian Northern Railway Management any information on the subject he took very good care not to disclose it to the Board. An examination of the rules and rates of pay on the two Lines will show that in the mixed and way freight service the Canadian Northern rates are higher, and in addition to this initial and terminal detention is paid together with many other extra allowances, which the Canadian Pacific Employees are now seeking to obtain. If under these circumstances the aggregate earnings of Canadian Pacific Employees average more per month than do those of similar Canadian Northern Employees, the former are beyond any possible doubt working much longer hours and performing many other duties far in excess of the service performed by the Canadian Northern Employees. Moreover, the statement is no evidence that the present rates for the various services performed is equitable, because it does not show how many hours of overtime have been worked or how much extra service of one character or another has been performed in order to bring the earnings up to the figures shown. Upon a brief examination of the statement one discovers that a number of work train crews were included in the statement, which was responsible to a very great extent for the high averages.

For these general reasons and after having carefully considered all the evidence and arguments submitted, the rules and rates of pay embodied in schedules "A", "B" and "C", attached hereto, are confidently recommended to the parties to the dispute as a fair and proper basis of settlement. Schedule "A" includes the rules and rates of pay for Conductors, Baggage-men and Brakemen on the Prairie Divisions; Schedule "B" includes the rules and rates of pay for Conductors, Baggage-men and Brakemen for the Pacific Division and Schedule "C" includes the rules and rates of pay for Yardmen on all Lines from Fort William to the Coast.

Although conscious of having compromised the just and equitable rights of the Employees in many respects, yet for the sake of unanimity and with the hope of ultimately arriving at a complete unanimous report, I have agreed with my learned colleagues on the Board upon all the matters contained in Articles numbered "6" to "31" inclusive of Schedule "A", and likewise in all the matters contained in Articles number "6" to "29" inclusive of Schedule "B", and likewise in all the matters contained in Article numbered "3" to "20" inclusive in Schedule "C".

The principle changes sought by the Employees in rules and rates contained in Article "1" to "5" inclusive, in Schedule "A" and "B" and in Articles "1" and "2" in Schedule "C" constitute the chief points of divergence in the opinions of the Board. These are a reduction in the monthly mileage for Passenger Crews from 5,600 to 5,000; the payment for all switching, overtime and detention in excess of the guaranteed monthly wages without regard to the time actually engaged in work or the nature of the regular service; allowance to baggage-men for the handling of Government mail; the payment for all time train crews are on duty before the departure of their train from the initial terminal and all time detained after arrival at the objective terminal; and for the adoption of the standard minimum day in all freight service and in all unassigned pas-

senger and mixed train service, regardless of the actual number of miles to be run.

The chief points of difference in Schedule "b" are contained in the request for an increase for all yardmen of two cents per hour and for yard-foreman's pay for men engaged as pilots or engine herders.

On the Canadian Northern Railway and on the Grand Trunk Pacific Railway the monthly mileage for Passenger Crews is 5,000 miles. On the latter line the monthly rates of wages for the 5,000 miles are a trifle lower, but the Conductors are relieved of a great deal of work and responsibility in the matter of handling tickets, by the employment of a ticket collector on the trains. On the Eastern Lines of the Canadian Pacific Railway the mileage required for the monthly wage is only 4,650 miles. There does not therefore seem to be any logical reason for not conceding to the Western Lines Employees the request for a 5,000 mile month in Passenger service.

In the matter of allowance for all switching, overtime and detention, regardless of actual mileage run or hours worked, the practice is in vogue on the Canadian Northern Railway, and the principle is very largely conceded on the Eastern Lines of the Canadian Pacific Railway. Switching at intermediate points on the Prairie Divisions and also at terminal points on the Pacific Division has heretofore been paid on Western Lines. The service itself is generally and, quite properly looked upon, so far as terminals are concerned, as a class of work which belongs to yard crews and ought not to be required of Road Crews who work on a mileage basis. Overtime and detention allowances are now paid crews in passenger and mixed train service in excess of monthly rates on mileage basis and inasmuch as men in freight service work on a mileage basis, and their work and responsibility during recent years having largely increased by reason of the greater number of cars hauled and the loading down of the motive power to its utmost capacity preventing a high speed basis, the Company should no longer deny this payment to the men in addition to their mileage run and actual time in daily service.

In regard to the handling of Government mail by train baggagemen, the Employees showed that while in some cases mail had been handled in baggage cars for many years passed, yet on the other hand since the adoption of the parcel post system together with the constantly increasing quantity of first class mail matter, it has recently become very onerous, and men are liable to punishment in case of their failure to properly account for or handle sacks of mail. Moreover, mail cars are now in many cases not capable of handling all the mail matter on trains where formerly the baggagemen had nothing to do with it, and it is now stored in baggage cars and the baggagemen are required to deliver it and to handle it for the purpose of properly checking and receipting for it, adding considerably to their former labors and responsibilities. The demand for a monthly allowance of ten dollars is therefore quite modest in view of the requirements.

The payment for initial and objective terminal delay, heretofore touched upon in this report, is paid very generally on other Canadian Lines and throughout the United States. All wages daily or monthly are fixed

upon an average mileage basis and when men have handled their trains over the perscribed mileage for the stipulated rate of pay, the Company surely has no right to expect the men to render service outside of these limits without paying them therefor. At the present time freight crews must be on duty forty-five minutes before the départure of their train and passenger crews thirty minutes. This is purely requiring men to be on duty without in any way compensating them. If a freight train crew, by its diligence and activity, is able to get a train over the road the distance required in a shorter period of time than the fixed by the speed basis, they should not then be penalized by being kept out of the objective terminal for several hours protecting their train, when, without inconvenience, proper trackage could be kept available to permit them to enter the yard without delay, or a yard crew should not be permitted to block the entrance to the yard as to bring about the same condition. If the Company prefers that this should be done, the men in the train crews, who are thus detained from their rest and relief from duty, should be paid.

As for the adoption of the Employees' proposed standard minimum day, in what is known a short run and turnaround service, the practice in vogue on the Canadian Northern Railway, the Eastern Lines of the Canadian Pacific Railway and upwards of eighty Railroads in the United States, and should not longer be denied the Employees on the Company's Western Lines. Men who give up their time and labor exclusively for the use of a Railway Company, should receive a substantial daily wage, regardless of whether the Company is able to use them only two or three hours a day or for the whole day. Nor should the Company be permitted to work men a few hours one day and an excessive number of hours on another day and average them up. If in isolated cases, short runs in tri-weekly service occur there is no reason why satisfactory arrangements could not be made with the men notwithstanding a general rule. The men have shown a disposition in all such cases to be reasonable and fair.

As for the important change in schedule "C", contemplating an increase of two cents per hour for men in yard service, this means about five per cent for men, who during the past seven years and who are performing the most hazardous class of railroad service, have received but a small increase. The rates proposed are similar to those in effect on the Canadian Northern Railway and are practically the same as those on the Eastern Lines of the Canadian Pacific Railway, where in 1910 and since that time these Employees have been increased from eight to ten cents per hour. There is no vestage of justification for declining this small increase. During the closing hours of the sittings of the Board *it was suggested by the Company* that if this increase should be conceded, yards should be classified into first and second class yards. I am strongly of the opinion that nothing of this sort could competently be undertaken by the Board in the absence of hearing the Employees fully on the subject and their Committees were at this time dismissed. Moreover, the Company since 1903 has recognized the principle that yards should not be classified so far as fixing the rates of pay for men in yard service on its Western Lines is concerned.

The contention was made by the Company that comparison with other Lines was one of the main factors in prompting the men to seek the proposed changes in rules and rates of pay, and that in doing so they have fol-

lowed those of the Canadian Northern Railway, but an examination of the evidence before the Board shows that there are many conditions on the Canadian Northern Railway more favorable to the Employees than those of the Canadian Pacific Railway which are not being contended for at this time, of which the following will serve as illustrations:—

	C. N. R. RATE.	C. P. R. RATE.
Baggagemen, per month	\$99.00	\$97.50
Brakemen, per month	89.00	88.77
Mixed Conductor, per 100 miles	4.80	4.60
Mixed Brakemen, per 100 miles	3.27	3.13
Way Freight Conductors, per 100 miles ..	4.80	4.60
Way Freight Brakemen, per 100 miles ..	3.27	3.13
Run around at terminals	100 miles.	50 miles.
Trainmen acting as pilots	\$4.80 per day.	\$4.18 per day.

It might also be said further in support of Canadian Northern rates and conditions being fair comparisons, that recently the Canadian Government has guaranteed some forty-five millions of dollars of bonds for the Canadian Northern Railway, and during all the discussion in the House of Commons on that subject not one word was spoken charging that Management with excessive rates of pay to its Employees, thereby tacitly acknowledging them to be quite reasonable. Surely a Company like the Canadian Pacific Railway, who has received from the people of Canada the most munificent and bountiful consideration of any Railway Company on the continent, should not now be heard in denying to its Employees their right to demand and receive as much for their time and labor or even more than those of any other Road on the continent.

All of which is respectfully submitted,

D. CAMPBELL.

Dated at Ottawa, Ont.,

July 21st, A.D., 1914.

SCHEDULE "A"

CANADIAN PACIFIC RAILWAY COMPANY

Manitoba, Saskatchewan and Alberta Divisions

Schedule of Rates and Rules for Conductors, Baggage-men, Brakemen and Flagmen.

IN EFFECT APRIL 1, 1914.

RATES OF PAY.

ARTICLE 1.

RATES OF PAY ON ALL PASSENGER TRAINS.

For monthly mileage of 5,000 miles or less, exclusive of overtime,—
 Conductors\$165.00 per month
 Baggage-men 97.57 per month
 Brakemen and Flagmen 88.77 per month
 All mileage in excess of 5,000 miles per month will be paid pro rata.

Passenger Trainmen on short turn-around runs, including suburban and branch line service, no single trip of which exceeds 80 miles, shall be paid not less than 15 miles per hour for all time occupied, exclusive of switching, detention or overtime earned, computed from the time the train leaves the initial terminal on first trip until arrival at terminal on last trip.
 FOR THROUGH FREIGHT, WORK (Construction), HELPER (Pusher)

SERVICE.

EAST OF LAGGAN AND CROWN'S NEST,—

Conductors\$4.18 per 100 miles
 Brakemen 2.84½ per 100 miles

WEST OF CROW'S NEST,—

Conductors and Brakemen will be paid a differential of Eleven Cents per 100 miles in addition to the above Through freight rates, making the rate for—

Conductors\$4.29 per 100 miles
 Brakemen 2.95½ per 100 miles

FOR MIXED AND WAY FREIGHT SERVICE.

EAST OF LAGGAN AND CROW'S NEST,—

Conductors will be paid a differential of Forty-Two Cents per 100 miles, and Baggage-men and Brakemen a differential of Twenty-Eight and One-Half Cents per 100 miles in addition to Through Freight Rates, making rate for

Conductors	\$4.60 per 100 miles
Baggage-men and Brakemen	3.13 per 100 miles

(This differential is based on Ten Per Cent. in excess of the Through Freight Rate).

WEST OF CROW'S NEST,—

Conductors will be paid a differential of Forty Three Cents per 100 miles, and Baggage-men and Brakemen a differential of Twenty-Nine and One-Half Cents per 100 miles in addition to Through Freight Rates, making rate for—

Conductors	\$4.72 per 100 miles
Baggage-men and Brakemen	3.25 per 100 miles

(This differential is based on Ten Per Cent in excess of the Through Freight Rates).

WEST OF LAGGAN.—

Through freight train crews employed west of Laggan will be paid the following rates,—

Conductors	\$5.34 per 100 miles
Brakemen	4.01 per 100 miles

On Way freight trains Conductors will receive a differential of Forty-

Three Cents per 100 miles and Brakemen a differential of Thirty Cents per 100 miles in addition to the above rates, the rate for

Conductors	\$5.77 per 100 miles
Brakemen	4.31 per 100 miles

(This differential is based on Ten Per Cent. in excess of the basing Through Freight rates for the British Columbia Division).

Overtime on the Laggan Sub-Division will be computed separately on the two portions of the line east and west of Laggan. On westbound trains the overtime will be computed at eleven miles per hour at Prairie Rates from the time train leaves Calgary until arrival at Laggan, and ten miles an hour at Mountain rate from the time of arrival at Laggan until arrival at Field. On eastbound trains the overtime will be computed at Ten miles per hour at Mountain rate, from the time train leaves Field until arrival at Laggan, and at Eleven miles per hour at Prairie Rates from the time of arrival at Laggan until arrival at Calgary.

In the case of Passenger crews, the overtime will be computed on the continuous trip on the basis of Fifteen miles per hour; if earned west of Laggan Mountain Rates to apply, and if earned east of Laggan, Prairie Rates to apply.

Hill crews will be guaranteed 260 hours per month, ten consecutive hours to constitute a day's work. Overtime after ten hours, pro rata.

FOR WORK TRAINS.

Conductors	\$129.47 per month
Brakemen	101.64 per month

(b) No reduction in crews or increases in mileage will be made for the purpose of off-setting the increases of wages given Passenger Trainmen under this schedule.

(c) Regular Passenger Trainmen running extra passenger trains or making extra mileage on assigned runs other than their regular trains, will be paid at through freight rates. All other service schedule rates.

NOTE.—Delayed regular passenger trains will not be considered extra trains.

(d) Regular passenger crews handling freight or boarding cars between local points, will be paid through freight rates between points where cars are handled.

(e) Crews assigned to runs, a portion of which is passenger and the balance mixed or freight, or both, will be paid mileage rate for each class of train, but not less than the minimum passenger train rates, exclusive of overtime, detention and switching.

(f) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their assigned trips of their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved.

(g) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(h) One hundred miles or less, nine consecutive hours or less shall constitute a day's work in all assigned mixed train service. Overtime pro rata. Crews assigned to mixed train service will be guaranteed not less than 2,800 miles per month at mixed train rates, exclusive of switching, overtime or detention.

(i) Through freight rates on basis of eleven miles per hour will be paid for all time occupied in making up and setting away trains or switching at the terminal or at interchange or junction points of the sub-division on which the train is run, (not less than three of the crew being used) and for work performed in or between yards at a terminal and for all time at turn around points when trains are turned at intermediate points on such sub-division.

NOTE.—Any time paid for as switching will be deducted in computing detention or overtime.

(j) When a train is delayed one hour or more loading or unloading stock at any point, they will be paid eleven miles per hour at through

freight rates for all time so occupied. This time will not be included when computing overtime.

(k) Light running (engine and van) also snow plow and flanger trains, will be paid for at through rates and under through freight conditions.

(l) Trainmen acting as pilots, or trainmen acting as Conductors on engines running light, will receive Conductor's pay at through freight rates and under through freight conditions.

(m) Track mileage will be paid for at schedule rates, for extra mileage made for plowing or flanging side tracks.

(n) Trainmen doubling will be paid a minimum of ten miles for each double or actual mileage when this minimum is exceeded.

(o) Trainmen will not be required to coal engines where regular coalmen or sectionmen are available, nor will it be considered as a trainmen's duty to shovel down coal on engines en route.

Trainmen actually engaged in coaling engines will be paid at the rate of 41 cents per hour for the time so occupied and this time will not be deducted in computing overtime.

(p) Trainmen held off duty on the Company's business or by order of the Company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the Company to attend Coroner's inquests, Court Cases or other public investigations, they will be compensated as above. In such cases the witness fees to go to the Company.

(q) Trainmen deadheading or travelling passenger will be paid at the same rates for the same mileage and overtime as the corresponding men running the train on which they travel, but in no case will men deadheading be paid less than the short run mileage. The first crew out will deadhead and will stand first out of these crews at the other terminal.

(r) Trainmen when deadheading to a point to take a preference run or promotion to which they are entitled by change of time table or permanent vacancy, or when returning from same on account of being displaced by a reduction of crews, will not be entitled to compensation for same.

(s) Crews or men moved from one point to another by order of the Company's officers, will be considered as deadheading at the instance of the Company, and will be entitled to compensation as per clause "q" of this Article.

(t) Trainmen will be advised at once in writing, through the proper officer, with the reason, if mileage or time claimed is not allowed in full. In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once upon request, for any shortage adjusted.

(u) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or deliver between or at terminals, an average of eight or more sacks of any class of mail matter on each run or trip shall receive ten dollars per month in addition to the other remuneration specified in this Article. When a baggageman works only part of a month he will receive his due proportion of this amount.

(v) Trainmen required to turn engines on turn tables will be paid for all time occupied irrespective of any other compensation earned on the trip. They will not be required to turn engines on turn tables at terminals where shop staffs are employed.

(w) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles at through freight rates, exclusive of switching, overtime and detention in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only a part of a month will be credited with such mileage at the rate of one hundred miles for each day regularly set up, exclusive of switching, overtime and detention. This rule will not be construed to mean that 2,600 miles is a maximum mileage that trainmen will be permitted to make.

ARTICLE 2.

WAY FREIGHT SERVICE.

(a) Through freight trainmen required to load or unload way freight will be paid overtime at way freight rates for the time so occupied, but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime. Way freight rates will be paid over full trip if way freight is loaded or unloaded at three or more points. Way freight rates will be paid over full trip if switching is done at three or more intermediate points, other than picking up and setting out cars belonging to their own train.

(The following will apply to the Cranbrook sub-division only).

Through freight crews making more than five stops to take on or set out a car or cars, or that make more than ten switches en route, or a combination of such service, will be paid way freight rates for the trip.

(b) Way freight crews arriving too late to take their regular assigned run will be entitled on through freight to enable them to catch their regular run at the other terminal, and they may run around other crews to do so, and this will not constitute a run around under Article 13.

(c) The handling of water cars for other than train purposes will be by way freight trains. If by through freight trains, way freight rates will be paid provided water is distributed at three or more stations.

(d) Train crews will not be compelled to handle way freight on night trains or on Sunday. They will not be required to put such freight in warehouses except in case of stress of weather or when the way freight is perishable. Way freight trains will leave terminal points between the

hours of three o'clock and ten o'clock and will not be considered night trains. Such trains will work way freight through to the destination of their run, irrespective of the hour reaching such destination. Trains leaving terminals at hours other than between three o'clock and ten o'clock will be considered night trains after sunset and trainmen may set out local way cars.

(e) If the work on any way freight or switching run is unduly heavy it will be lightened by using a smaller engine or by employing additional brakemen.

In no case will an engine of larger percentage than 155 per cent. be regularly assigned to way freight runs.

(f) Way freight trains will not be double-headed, except in cases of storms, and in such case the tonnage will not exceed the rating of the largest engine attached.

ARTICLE 3.

WORK TRAIN SERVICE.

(a) Trainmen assigned to work train service and held in that service will be paid on the basis of eleven miles per hour computed from the hour that the crew is ordered for until laid up, and will be paid equivalent to not less than nine consecutive hours at work train rates for every working day so held, not including overtime work lapping over from previous day.

It is agreed that crews assigned to work train service will not be transferred to other service for the purpose of avoiding payment of the guarantee provided in this rule, in case of a temporary stoppage of the work train work for less than three days.

(b) When mileage to or from work is forty miles or more, it will be paid for at through freight rates and under through freight conditions, and this will not be included in time or mileage paid for at work train rates. When the mileage of a work train, including running and working, exceeds eleven miles per hour, computed from the time crew is ordered to start work until relieved from duty on any day, actual miles run will be allowed.

Work trains under the meaning of this clause are trains assigned to construction, maintenance and betterment work.

(c) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits, and work train rates while at work, with a minimum of one day's pay at work train rates for the combined service.

(d) Trainmen will not be paid for performing work train service en route, unless time occupied aggregates one hour, in which case they will be paid work train rates for the whole time so occupied, such time not to be included in computing overtime.

(e) Trainmen assigned to work train service will not be considered absent from duty from the time work is through on Saturday night until

usual starting hour Monday morning, unless notified in writing before they are laid up on Saturday night that they will be required. Trainmen will be allowed to go home for Sundays if train service will permit and it will not interfere with the work service, and they will be furnished transportation if requested a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays and they are not used they will be paid for five hours at work train rates.

(f) Unless senior Conductors desire otherwise, junior Conductors will, if they are competent, be assigned to work and construction trains. This to apply to all Conductors and to all mixed and freight Brakemen. All assignments in this service will be governed by the provisions of clauses "c" and "d" of Article 7.

ARTICLE 4.

OVERTIME.

(a) When a passenger train averages less than fifteen miles per hour and any other train less than eleven miles per hour, overtime will be allowed at schedule rates on a basis of fifteen and eleven miles per hour respectively, for the time so occupied, computed from the time train actually leaves initial terminal until arrival at objective terminal. In computing overtime all mileage paid for will be included in the mileage, and unless otherwise provided for herein, the time will not include the time otherwise paid for.

(b) Trainmen called for duty and the call is afterwards cancelled, will be paid schedule miles per hour with a minimum of three hours and will stand first out, otherwise they will be paid initial terminal detention as per last paragraph of this clause, computed from the time first call would require them to come on duty.

Trainmen shall be paid at schedule rates for all time required to be on duty at initial terminal, computed from the time they report for duty until they actually leave the terminal, this time to be paid for irrespective of mileage for trip.

(c) Trainmen held at terminal points for train service after arrival of train has been registered, shall be paid for such time at overtime rates.

(d) When crews are delayed on arrival at objective terminal, time, computed from the time first stopped at or approaching the terminal on account of conditions obtaining at the terminal preventing the men from being promptly relieved from their trains until able to proceed and be released from duty without delay will be paid for the aggregate time so delayed at their overtime rates as per class of train. This time will not be included when computing road overtime.

(e) Trainmen delayed between their terminals by cancellation of train or other causes will be paid mileage and overtime to the point of delay and thereafter one hundred miles for each consecutive twenty-four hours, on the basis of hour for hour for the first ten hours and so on at the end

of each twenty-four hours, then mileage and overtime to the terminal. This to apply to passenger trains on the basis of fifteen miles per hour. It is understood that unless crews are relieved from duty the ten hour limit does not apply and crews will be paid continuous time while at point of delay. Delays of less than two hours in the aggregate will not come under this clause, but it will apply to all delays of two hours or more in the aggregate. Crews held for connection, the taking of engines for other service or engine failure, or any delay through being held between terminals, except delays meeting and passing trains or any work in connection with their train is covered by this clause, and the provisions of this clause will apply even though crew arrives at destination within overtime limit. Separate trip tickets will be put in for each service.

ARTICLE 5.

SHORT RUNS.

(a) In all freight service, and in all unassigned passenger and mixed train pusher and helper service, one hundred miles or less, nine hours or less, will constitute a day's work, exclusive of switching, overtime or detention earned. Trains turned at intermediate points will be paid schedule mileage and overtime to intermediate point and all time at such point, then mileage and overtime to original starting point, but will not be paid for less than one day's pay for such service exclusive of switching, overtime and detention.

(b) A trip will automatically end on arrival at a terminal. The meaning of terminal is understood to be the regular points between which crews regularly run; for instance, the terminal from which a branch line projects will be the terminal for the branch but not necessarily for the subdivision from which the branch line projects.

ARTICLE 6.

DOUBLE HEADING AND HELPING.

(a) It is not the intention of the Company to adopt generally the plan of double heading freight trains, which has prevailed on some other roads, and no materially greater proportion of double heading trains in any district will be run than in the past.

(b) The practice of double heading freight trains of over 1375 actual tons, exclusive of caboose, will be discontinued.

(c) Helping engines may be used to assist trains between the following points:

WESTBOUND.

Fort William to Raith.
Kenora to Horner,
Austin to Sydney,
Brandon to Kenmay,
Neepawa to Minnedosa,
Minnedosa to West Summit.

Solegirth to Birtle,
 Binscarth to Harrowby,
 Repeard to Oxbow,
 Morden to Darlingford.
 La Riviere to Woodbay,
 Indian Head to McLean.
 Medicine Hat to Bowell,
 Wardner to Cranbrook,
 Cranbrook to Loco,
 Laggan to Stephen.

EASTBOUND.

Broadview to Percival,
 Rennie to Kenora,
 Kenora to Jack Pine,
 Birtle to Solsgirth,
 Minnedosa to East Summit.
 Rapid City to Vercoe,
 La Riviere to Six Mile Spur,
 Millwood to Binscarth,
 Moosejaw to Pasqua,
 Regina to McLean,
 Suffield to Bowell,
 Medicine Hat to Dunmore,
 Wynndel to Goatfell,
 Michel to Crows Nest,
 Field to Laggan,

and all other places where helper engines may now or hereafter be established to take over any single grade the actual tonnage which any single engine handling the train may bring to the foot of that grade. (By the foot of the grade is meant a convenient station near the foot of the grade, at which the helper engine may be taken care of).

(d) Double headers may be run in cases of storms, accidents, to avoid running engine light, moving engines to and from shops or from one Division to another, to expedite stock or perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as hereinbefore specified. In case of an accident to an engine, consolidation may be effected with another train and the consolidated train brought into terminal as a double header.

(e) NOTE:—Nothing in the above rules in regard to limiting tonnage or length of train to be handled by double headers or otherwise, shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of the train to be handled by one engine.

(f) If it is found at any time that the above arrangement is not satisfactory, a meeting will be held on one month's notice to discuss and revise the same, without it involving a revision of the schedule.

ARTICLE 7.

PROMOTION.

(a) Promotion on each promotion District will be made according to seniority of men on that District, and will be governed by merit, fitness and ability. Any man who is not promoted by the Company when his turn comes will be promptly advised in writing by the Superintendent the reasons therefor.

((b) Brakeman will have no seniority standing for the first six months' service, after which they will rank as Brakemen from the date they entered the Company's service as such.

(c) Senior Brakemen will be required to pass their examination for Conductor in turn; Brakemen refusing their promotion to Conductor or failing to qualify for same within thirty days of the date set for their examination, will thereafter rank junior as Conductor to men promoted in their stead. Trainmen will be advised by the Company immediately the result of their examination.

The promotion of freight Brakemen will be from through freight to way freight, from way freight to mixed or permanent freight promotion districts. In the event of a Brakeman refusing to accept any particular run that his seniority entitled him to, he will lose his rights to that run until it again becomes vacant or until change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefore. Any man away on leave of absence or who is ill will not be affected by their clause. In the event of a reduction in staff the junior men will be reduced.

Trainmen promoted shall rate as Conductors from the date they are actually placed in charge of a train, provided always that the senior qualified man gets his turn to qualify. If a junior man has to be used in an emergency, the Trainmaster shall take immediate steps to get the senior man in and place him on the train and the emergency trip shall not count as date of rating for the junior man.

(d) The promotion of Conductors will be from through freight to way freights, from way freight to mixed and from mixed to passenger train service. In the event of a Conductor refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant, or on change of time table; but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction of crews, the junior men will be reduced.

(e) The promotion of passenger Brakemen will be to train Baggage-men, or to any run in passenger service as Brakemen or Baggage-men to which their seniority as brakeman entitles them. In the event of a Brakeman refusing to accept any particular run to which he is entitled, he

will lose his rights to the run until it again becomes vacant, or on change of time table, but will otherwise retain his seniority standing. This will not apply to men who are ill or on leave of absence. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior men applying therefor. Freight Brakemen will not be eligible for position in Passenger Service, except that when there is a vacancy and no passenger Brakeman to fill same, preference will be given the senior suitable freight brakeman applying for it, and if no suitable freight Brakeman applies, to the senior suitable yardman applying therefor.

(f) In the event of the transfer of lines from one promotion district to another, the Trainmen on such lines will have the choice of being transferred or not according to their seniority. The Trainmen transferred will rank with those on the promotion district to which they are transferred, according to the date from which they ranked as Conductors, Baggage-men and Brakemen respectively, but no men will be reduced in rank unless the number of crews employed on that District is reduced.

(g) Promotion to runs extending over more than one promotion District will be divided between the men on such Districts as nearly as possible on a mileage basis.

(h) Superintendents will prepare seniority lists of Conductors and Trainmen covering each promotion District and post at the headquarters on the first of January, first of May and first of September of each year. Any employee who considers that his standing is not correctly shown on this list must enter a protest in writing between the dates of issue, or no action will be taken in regard to any claims he may make. Any man who is away on leave of absence or who is ill, will not be affected by this clause. These lists will be kept posted in passenger and freight registering offices at terminals.

(i) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

(j) Preference in manning new lines or extensions of the general division (as defined in special agreement of December 3rd, 1909) will be given to the Trainmen on the existing lines of that division, according to seniority, providing they are competent.

(k) Hereafter Conductors transferred to new lines or extensions of the general division, as per clause "j" of this Article, will be given a rating and be placed on the seniority list of Conductors on the promotion district to which the new line or extension becomes a part, as the junior Conductor regularly entitled to by seniority a run in the class of service to which he is transferred at the time of his transfer.

When Brakemen transfer as per this Article they shall take the seniority they held on the promotion District from which they transferred, and will be placed on the seniority list accordingly. If a man, who is a Brakeman at the time of vacancy, has a rating of Conductor on his original promotion District, he may apply, but the only time which shall be counted in both applying for the position also for place on the seniority list on the

District to which he is transferred, shall be the actual time he rated as Brakeman previous to promotion.

(1) Vacancies to be filled under Clause "j" will be bulletined at all terminal points of General Division, as defined in the permanent promotion District agreement. Applications must be made within thirty days of bulletin. After such line is once crewed no further applicants will be considered.

ARTICLE 8.

LEAVE OF ABSENCE.

(a) Passenger Conductors on leave of absence for less than thirty days will be relieved by the senior suitable freight Conductor desiring it. Way freight Conductors will not be used for relieving other Conductors for a period less than seven days.

(b) Passenger Conductors on leave of absence for thirty days or longer will be relieved by the senior suitable mixed Conductor desiring it, and the mixed Conductor will be relieved by the senior suitable freight Conductor desiring it. Senior spare Conductors will relieve freight Conductors. All on the same promotion District.

NOTE: It is understood that if a senior Conductor desiring a run as above is not available at the time the relief is required he will have the right to take the run as soon as he is available. When a Conductor lays off a run on which two or more crews are employed, some of them having the Sunday lay-over at the home terminal, the relieving man will take the place of the junior man on the run, in the matter of having the lay-over at home.

ARTICLE 9.

REST AT TERMINALS AND ON LINE.

(a) Trainmen who have been on duty twelve hours or more will have the right to book rest at any point. The men to be judges of their own conditions. Eight hours' rest to be considered sufficient except in extreme cases.

(b) Trainmen will not be required to leave terminals until they have had at least eight hours' rest, if desired, but such rest must be booked on arrival, and in no case if rest is booked at a terminal shall it be for a less period than five hours.

ARTICLE 10.

No trainman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he is being held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the

privilege of the assistance of a fellow employee in stating his case at the investigation and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision he will be given an opportunity of reviewing the evidence and appeal through his representatives to the higher officials. Should the charge not be proven the trainman will be reinstated at once and paid for all time lost at schedule rates.

When a trainman is discharged or resigns he will, within five days, be paid and given a certificate, stating the term of service and in what capacity he was employed.

ARTICLE 11

(a)

(b) Trainmen will not be run on any other than their own subdivision except in case of shortage of men on that subdivision.

NOTE: This article refers to shortage of crews on the subdivision and not at terminal or subdivisional points on the subdivision.

ARTICLE 12.

(a) Freight trainmen living within one and one-half miles of yard office and passenger trainmen living within one and one-half miles of passenger station, will be called as nearly as possible in time to be on duty forty-five and thirty minutes respectively before leaving time of train, but such call shall not exceed two and a half hours previous to the time train is ordered to leave. Caller will be furnished with a book in which the time will be registered and in which trainmen will sign their names. This rule will not apply to schedule passenger and mixed trainmen assigned to regular runs leaving between 7.30 and 22.30, but in cases where such trains are more than one hour late they will be advised of probable time of departure.

(b) When the location of a yard office or a passenger station at any terminal is changed, anyone residing within the one and one-half limit at the time of the change, will still be considered as within the calling limit. (This not to affect the present conditions existing at Moose Jaw and Calgary).

ARTICLE 13.

Unassigned crews in freight service will be run first in, first out of terminals. When run around, if ready for duty, they will be paid fifty miles for each run around and stand first out. Provided that a crew shall not be paid for run around if detained a few hours for repairs to a caboose.

NOTE: When an unassigned crew has come on duty in turn and they have got their engine and commenced to work, they will remain with

train called for, even though another crew comes on duty later and gets out of terminal first. The first crew called will not be entitled to pay as per this article.

ARTICLE 14.

When freight crew are called out for any service the full crew will be used, but may be split when required to run sections of passenger trains.

ARTICLE 15.

(a) All passenger and mixed trains will have at least one train Baggage man and one Brakeman. All passenger trains of eight or more cars will have two Brakemen and one Baggage man, if there is a local baggage car on the train: one or two box-baggage or refrigerator cars to count as one car, and three or four as two cars.

(b) When mixed trains are manned with Conductor and two men, the Brakeman will be taken from the freight service, one of whom may act as Baggage man, and when trains are manned with Conductor and three men, the Baggage man will be taken from the passenger service.

Where more than one distributing baggage car is placed on passenger trains, sufficient baggagemen will be put on so that the work may be properly handled.

ARTICLE 16.

One brakeman on all trains must be competent and have had at least six months' experience as such and one of the brakemen must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his incompetency is disproved.

ARTICLE 17.

Trainmen will not be compelled to ride in plows or flangers, but will be supplied with a van or other suitable car properly equipped.

ARTICLE 18.

(a) Crews will not be compelled to abandon their vans between terminals for the purpose of travelling passenger, nor when being moved from one to next subdivision terminal for freight service, nor when handling trains composed of colonist or immigrant cars.

(b) Crews regularly set up in freight service will be supplied with a regular caboose or other suitable car properly equipped. When freight crews are sent out on passenger trains without their regular caboose ~~they will, unless otherwise employed in road (or yard) service, be returned to the original terminal deadhead on the first available train after their arrival at the distant terminal, or their caboose will be delivered at distant terminal within fifteen hours of the time of departure from the original terminal.~~

Article 14 will not apply under those conditions to the crew or crews run around at the distant terminal.

(c) Caboosees will not be taken away from crews when they book rest unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service, and if this rule is violated the men will not be used in any service, but will be paid the same compensation as earned by the crew using the caboose.

ARTICLE 19.

(a) Trainmen assigned to regular runs will not be required to stop in vans at terminal points, and unless they are advised that they will be required before their regular runs, will not be considered absent from duty if so required and not on hand. Where assigned crews are willing to perform extra service during their lay-over hours they will not be used in such service, if unassigned crews are available to the detriment of the unassigned crews.

(b) Except in case of wrecks, washouts, storms, slides, or similar emergency, preventing crews being returned to their home terminal, unassigned crews laid up at other than their home terminal will, after eighteen hours, exclusive of Sunday, be paid ten miles per hour for the first ten hours in each subsequent twenty-four hours thereafter, unless otherwise employed. Time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord the time so booked will not be included.

ARTICLE 20.

Freight cars handling five or more heated cars, seven or more coaches, or three and five combined, will have a man in charge of same. Where less than the number of heated cars or coaches as specified above, are on a train, the heated cars will be marshalled together as far as practicable. This to apply between the months of November and March inclusive.

ARTICLE 21.

Trainmen will not be compelled to handle cars in train the draft gear of which is defective and required to be chained, further than to take car of perishable freight or live stock that may become disabled en route, to the first terminal. Under no circumstances will trainmen be compelled to handle freight cars behind van, other than official cars or flangers.

ARTICLE 22.

Crews assigned to regular runs will not be compelled to do other work than that to which they are regularly assigned except in cases of wrecks when no other crews are available, and except as provided in clause governing short mileage, mixed train runs, and except as provided in clause governing short mileage mixed train runs.

ARTICLE 23.

(a) Trainmen will not be required to sweep or clean coaches, but where train porters are not employed they will remove rubbish from coaches while en route, so as to keep them in a tidy condition.

(b) Trainmen will not be required to couple or uncouple hose bags at terminals where carmen are employed and within the hours of service of such carmen.

ARTICLE 24.

At points where company's ice houses are located trainmen will be allowed ice for cabooses.

ARTICLE 25.

Home terminals for unassigned freight crews are to be agreed upon between the company and the representatives of the conductors and trainmen, and, in case of disagreement, the same to be settled by arbitration.

ARTICLE 26.

Trainmen will not be required to place the following heavy stores or cabooses, namely, jacks, chains, brasses, wedges and knuckles. Stores for passenger crews will be supplied at or near passenger depot. Conductor will leave requisitions for stores required at the registering office where he books the arrival of his train.

ARTICLE 27.

(a) Trainmen called out to fit up a caboose will be paid for time so occupied at through freight rates and will take their turn as per Article 14 as soon as the caboose is ready for service.

(b) When crews are taken out of work service at a terminal, they will take their turn out behind all unassigned crews then in the terminal.

ARTICLE 28.

Rotary plows will not be handled on way freight trains, and those plows will, when handled behind the caboose, be properly equipped with automatic air in working order.

The car limit on trains handling rotary plows, as above, to be fifteen hours, exclusive of caboose.

ARTICLE 29.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and its conductors, baggagemen, and brakemen, employed on the British Columbia Division, and will remain in force subject to thirty days' notice from either party.

SCHEDULE "B"

CANADIAN PACIFIC RAILWAY COMPANY

British Columbia Division

Schedule of Rates and Rules for Conductors, Baggage-men, Brakemen and Flagmen

IN EFFECT APRIL 1, 1914.

ARTICLE 1.

RATES OF PAY. FOR ALL PASSENGER TRAINS.

(a) Conductors	\$165.00 per month
Baggagemen	97.57 per month
Brakemen	88.77 per month

Passenger train crews who handle freight cars (not express) will be paid way freight rates for mileage made.

FOR THROUGH FREIGHT AND MIXED TRAINS.

Conductors	\$4.29 per 100 miles.
Baggagemen and Brakemen	2.97 per 100 miles.

On Mountain Sub-division Conductors will receive a differential of \$1.05 per hundred miles, baggagemen and Brakemen a differential of \$1.04 per hundred miles, in addition to above rates, making \$5.34 per hundred miles for Conductors, \$4.01 per hundred miles for Baggagemen and Brakemen.

On Nakusp and Slocan sub-division and on all sub-divisions west of the Columbia River on district three, Conductors will receive a differential of 90 cents per hundred miles, and Baggagemen and Brakemen a differential of 76½ cents per hundred miles, in addition to the above rates, making \$5.19 per hundred miles for Conductors and \$3.73½ per hundred miles for Baggagemen and Brakemen.

On way freight trains on all sub-divisions, Conductors will receive a differential of 43 cents per hundred miles, Baggagemen and Brakemen a differential of 30 cents per hundred miles, in addition to through freight rates for the sub-division on which mileage is earned. (This differential is based on ten per cent in excess of the basing through freight rate).

On Westminster and Nicala sub-divisions, one hundred miles or less ten consecutive hours or less to constitute a day's work for assigned mixed train crews. Conductors to be paid not less than \$129.47 per month, Brakemen not less than \$95.59 per month, exclusive of switching and overtime, overtime to be paid pro rata.

On Okanagan sub-division assigned mixed train conductors will receive not less than \$129.47 per month, and brakemen and baggagemen not less than \$85.91 per month, exclusive of Sundays. One hundred miles or less ten consecutive hours or less, will constitute a day. Overtime after one hundred miles or ten consecutive hours will be paid at eleven miles per hour at schedule rates.

The crews on the Nakusp and Slocan and Lardo sub-divisions will receive a minimum of \$129.47 for Conductors, \$85.91 for baggagemen and brakemen for a calander month, or the same pro rata for a portion thereof, each class of service to be paid for at the rate for such class of service.

Mixed train crews, including those on the Nakusp and Slocan and the Lardo-divisions, handling way freight, will be paid way freight rates for the time so occupied, but not in excess of way freight rates for the entire trip. If way freight is loaded or unloaded at three or more points they will be paid way freight rates for the full trip.

FOR WORK TRAINS.

Conductors	\$123.42 per month
Brakemen	95.59 per month

On the Mountain sub-division Conductors and Brakemen shall be paid a differential of \$6.05 per month in addition to the above rates making \$129.47 per month for Conductors and \$101.64 for Brakemen.

FOR SWING MEN.

Swing men on the Mountain sub-division shall receive \$108.90 per month, and shall be paid overtime at the rate of \$4.01 cents per mile for work between Albert Canyon and Revelstoke, east of Beavermouth or while working up-hill.

FOR GRANBY SMELTER CREW.

(a) Men assigned between Grand Forks and Granby Smelter shall be paid the following rates:

Conductors	\$4.60
Brakemen	3.33½
Overtime after ten consecutive hours.	

(b) No reduction in crews or increases in mileage will be made for the purpose of offsetting the increase given passenger trainmen under this schedule.

(c) The maximum mileage of passenger Conductors, Baggage men and Brakemen running on Districts one and three shall be 4,600 miles per month, and on District number two 5,000 miles per month. Mileage in excess of this to be paid for pro rata. Crews will not be required to do any other work than their regular trips on their assigned runs in order to make up this mileage. Switching, detention or overtime earned on passenger trains not to be used in order to make up their mileage.

(d) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(e) Crews on time card runs assigned to seven days a week, who are held for duty over twelve hours per day, will be allowed one day each week without loss of monthly guarantee.

(f) Regular passenger trainmen running extra passenger trains or making extra mileage on assigned runs, other than their regular trips, will be paid at through freight rates. All other service schedule rates.

NOTE: Delayed regular passenger trains will not be considered extra trains.

(g) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their assigned trips of their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved.

(h) Assigned mixed train crews not otherwise specified will be paid a minimum of one day's pay at mixed train rates for each calendar day of the month. Time or mileage in each day must be continuous and exclusive of switching, overtime or detention.

(i) A train on which a snow plow or a flanger is working will be paid for at through freight rates and under through freight conditions. When plow or flanger is working on a way freight train, way freight rates will apply. Track mileage will be paid for at schedule rates for extra mileage made for plowing or flanging side tracks.

(j) All trainmen engaged in switching at terminals, turnaround and junction points to be paid at through freight rates for actual time employed in addition to mileage.

(k) When a train is delayed one hour or more loading or unloading stock at any point, the crew will be paid eleven miles per hour or ten miles per hour according to the subdivision on which the work is done, at through freight rates for all time so occupied. This time will not be included in computing overtime.

(l) Trainmen acting as pilots or trainmen acting as conductors on engines running light will receive Conductor's pay at through freight rates. One hundred or one hundred and ten miles or less, ten consecutive hours or less will constitute a day's work. Overtime pro rata. Conductors assigned to this service will receive not less than the monthly guarantee for through freight Conductors.

(m) Trainmen doubling will be paid a minimum of ten miles for each double or actual mileage when this minimum is exceeded.

(n) Trainmen will not be required to coal engines where regular coalmen or sectionmen are available, nor will it be considered a trainman's duty to shovel down coal on engines en route.

Trainmen actually engaged in coaling engines will be paid at the rate of 41 cents per hour for the time so occupied, and this time will not be deducted in computing overtime.

(o) Trainmen held off duty on Company's business or by order of the Company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the Company to attend Coroner's Inquests, Court Cases, or other public investigations they will be compensated as above. In such cases the witness fees to go to the Company.

(p) Trainmen deadheading or travelling passenger will be paid at the same rates for the same mileage and overtime as the corresponding men running the train on which they travel, but in no case will men deadheading be paid less than the short run mileage. The first crew out will deadhead and will stand first out of these crews at the other terminal.

(q) Trainmen will be advised at once in writing, through the proper Officer, with the reason, if mileage or time claimed is not allowed in full. In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once upon request, for any shortage adjusted.

(r) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or deliver between or at terminals an average of eight or more sacks of any class of mail matter on each run or trip shall receive ten dollars per month in addition to the other remuneration specified in this Article. When a Baggage man works only a part of a month he will receive his due proportion of this amount.

ARTICLE 2.

WAY FREIGHT SERVICE.

(a) Through freight trainmen required to load or unload way freight will be paid overtime at way freight rates for the time so occupied, but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime. Way freight rates will be paid over full trip if way freight is loaded or unloaded at three or more points. Way freight rates will be paid over full trip if switching is done at three or more intermediate points, other than picking up and setting out cars belonging to their own train.

(b) Way freight crews arriving too late to take their regular assigned runs will be entitled to work on through freight to enable them to catch their regular runs at the other terminal, and they may run around other crews to do so and this will not constitute a run around under Article 13.

(c) Train crews will not be compelled to handle way freight on night trains or on Sundays. Way freight trains will leave terminal points between the hours of three o'clock and ten o'clock and will not be considered night trains. Such trains will work way freight through to destination of their run irrespective of the hour of reaching such destination. Trains leaving terminals at hours other than between three o'clock and ten o'clock will be considered night trains after sunset and trainmen may set out local way cars.

(d) If the work on any way freight or switching run is unduly heavy, it will be lightened by using a smaller engine or by employing additional brakemen.

ARTICLE 3.

WORK TRAIN SERVICE.

(a) Calander working days of a month to constitute one month. Ten consecutive hours or less to constitute a day, such hours not to run beyond midnight. Overtime to be paid at the same rate. Crews held for work train to get a day's pay for every working day, irrespective of any overtime which may be worked on other days. It is agreed that crews assigned to work train service will not be transferred to other service for the purpose of avoiding payment of the guarantee provided in this rule, in case of a temporary stoppage of the work train work for less than three days.

(b) When mileage to or from work is forty miles or more it will be paid for at through freight rates and under through freight conditions, and this time will not be included in time or mileage paid for at work train rates. When the mileage of a work train, including running and working, exceeds ten miles per hour or eleven miles per hour, (according to the subdivision on which the work is done) computed from the time crew is ordered to start work until relieved from duty on any day, actual miles run will be allowed, to be paid for at work train rates.

(c) Work trains under the meaning of this Article are trains assigned to construction, maintenance and betterment work along the line.

Unassigned crews called out to haul and unload O. C. S. material from Camp "16" and other similar places, will be paid under the provisions of Clause "D" of the work train rules. Such crews may be run through terminals.

(d) Trainmen or wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits and work train rates while at work, with a minimum of one day's pay at work train rates for the combined service.

(e) Trainmen will not be paid for performing work train service en route, unless time occupied aggregates one hour, in which case they will be paid work train rates for the whole time so occupied, such time not to be included in computing overtime.

(f) Trainmen assigned to work train service will not be considered absent from duty from the time work is through on Saturday night until usual starting hour Monday morning, unless notified in writing before they are laid up on Saturday night that they will be required. Trainmen will be allowed to go home for Sundays if train service will permit and it will not interfere with the work service, and they will be furnished transportation if requested a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays and they are not used they will be paid for five hours at work train rates.

(g) Unless senior Conductors or Brakemen desire otherwise, junior Conductors or Brakemen will, if they are fully competent, be assigned to work on construction trains.

ARTICLE 4.

OVERTIME.

(a) Overtime will be allowed and paid for at schedule rates for the sub-division on which such overtime is incurred. This time to count from the time the train leaves the initial terminal until it arrives at the objective terminal.

(b) When crews are delayed on arrival at objective terminal, time, computed from the time first stopped at or approaching the terminal on account of conditions obtaining at the terminal preventing the men from being promptly relieved from their trains, until able to proceed and be released without delay, will be paid for the aggregate so delayed at their overtime rates as per class of train. This time will not be included in computing road overtime.

(c) When a passenger train averages less than fifteen miles per hour and any other train less than ten or eleven miles per hour, according to the sub-division on which the mileage is earned, overtime will be allowed at schedule rates on a basis of fifteen, eleven and ten miles respectively for the time so occupied, computed from the time the train actual leaves the initial terminal until arrival at objective terminal. In computing overtime, all mileage paid for will be included in the mileage and unless otherwise provided for herein the time will not include the time otherwise paid for.

(d) Trainmen detained between their terminals by cancellation of train or other causes will be paid mileage and overtime to the point of delay, and thereafter one hundred or one hundred and ten miles, as the case may be, for each consecutive twenty-four hours, on the basis of hour for hour for the first ten hours and so on at the end of each twenty-four hours, then mileage and overtime to the terminal. This to apply to passenger trains on the basis of fifteen miles per hour. It is understood that unless crews are relieved from duty the ten hour limit does not apply and crews will be paid continuous time while at point of delay. Delays of less than two hours in the aggregate will not come under this clause, but it will apply to all delays of two hours or more in the aggregate. Crews

held for connection, the taking of engines for other service, or engine failure or any delay through being held between terminals, except delays meeting and passing trains or any work in connection with their train is covered by this clause, and applies even though crew arrives at destination within overtime limit. Separate trip tickets will be put in for each service.

OVERTIME LIMIT.

(e) Trains turned at intermediate points will be paid schedule mileage and overtime to intermediate point and all time while at such point, then mileage and overtime to original starting point, but will not be paid for less than one day's pay for such service, exclusive of switching, overtime and detention.

(f) Terminal of Branch Lines, such as Westminster, Huntington Jct., Okanagan Landing, Arrowhead, Castlegar Jct., Nicola, Smelter Jct., are not to be considered terminals for through runs between, say, Vancouver and North Bend, North Bend and Kamloops, Kamloops and Revelstoke, Revelstoke and Field, Nelson and Grand Forks.

(g) Crews not to be held away from home terminal to make more than two turnaround trips in turnaround service.

(h) Trainmen called for duty and the call is afterwards cancelled, will be paid schedule rates per hour with a minimum of three hours and will stand first out, otherwise they will be paid initial detention as per last paragraph of this clause, computed from the time first call would require them to come on duty.

Trainmen shall be paid at schedule rates for all time required to be on duty at initial terminal, computed from the time they report for duty until they actually leave the terminal. This time to be paid for irrespective of mileage for trip.

ARTICLE 5.

SHORT RUNS. (NOT OTHERWISE PROVIDED FOR HEREIN).

(a) On Mountain, Nakusp and Slocan Sub-divisions and on all sub-divisions west of the Columbia River on District three, for runs of one hundred miles or less, ten hours or less, one hundred miles will be allowed, exclusive of switching, overtime or detention earned.

(b) On all other sub-divisions runs of one hundred and ten miles or less, ten hours or less, one hundred and ten miles will be allowed, exclusive of switching, overtime and detention earned.

(c) A trip will automatically end on arrival at a terminal.

(d) Passenger trainmen on short turnaround runs, including suburban and branch line service, no single trip of which exceeds 80 miles, shall be paid not less than fifteen miles per hour for all time occupied, exclusive of switching, detention or overtime earned, computed from the time the train leaves the initial terminal on first trip until arrival at terminal on last trip.

(e) Freight crews handling extra passenger trains or sections of regular passenger trains out of Vancouver for the east, or vice versa, may run through Coquitlam without involving the payment of run arounds to crews then in Coquitlam, providing that the crews in Coquitlam will take their turn out when going to Vancouver to catch those extra passenger trains eastbound. It is understood, however, that freight crews handling such passenger trains will not be required to handle freight in either direction. Crews so used will be paid actual mileage and overtime between Coquitlam and Vancouver and for all time at Vancouver at eleven miles per hour at through freight rates. Road crews will be assigned to handle all freight work between Coquitlam and Vancouver, but will not be compelled to do any yard switching at either end of the run and will be paid actual mileage and overtime at eleven miles per hour for all time engaged in such assignment, with a minimum of one hundred and ten miles for each calendar day exclusive of overtime earned on other days. No such assignment will be for a period of less than five consecutive days. Unassigned train crews used in freight service between Coquitlam and Vancouver will be paid as per the short run clause, but will not be compelled to do yard switching at either terminal.

(f) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles at through freight rates, exclusive of switching, overtime and detention in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only a part of a month will be credited with such mileage at the rate of one hundred miles for each day regularly set up, exclusive of switching, overtime and detention. This rule will not be construed to mean that 2,600 miles is a maximum mileage that trainmen will be permitted to make.

ARTICLE 6.

(a) It is not the intention of the Company to adopt generally the plan of double-headers freight trains, which has prevailed on some other roads, and no materially greater proportion of double-heading trains will be run than in the past.

(b) The practice of double-heading freight trains of over 1375 actual tons, exclusive of caboose, will be discontinued.

(c) Helping engines may be used to assist trains between the following points:

WESTBOUND.

Beavermouth to Rogers Pass.
Revelstoke to Clanwilliam.
Tappen to Notch Hill.
Castlegar Jct. to Farren.
Grand Forks to Eholt.
Roseberry to Summit Lake.

EASTBOUND.

Ruby Creek to North Bend,
Shuswap to Notch Hill,
Craigellachie to Clanwilliam,
Revelstoke to Albert Canyon,
Albert Canyon to Rogers Pass,
Golden to Field,
Nakusp to Summit Lake.
Roseberry to Sandon,
Cascade to Farron.

NORTHBOUND.

Greenwood to Mother Lode Spur.

SOUTHBOUND.

Smelter Jct. to Rossland,
Eholt to Phoenix.

and all other places where helper engines may now or hereafter be established to take over any single grade the actual tonnage which any single engine handling the train may bring to the foot of the grade. (By the foot of the grade is meant a convenient station near the foot of the grade at which the helper engine may be taken care of).

(d) Double-headers may be run in cases of storms, accidents, to avoid running engines light, moving engines to and from shops or from one division to another, to expedite stock or perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as hereinbefore specified. In case of an accident to an engine consolidation may be effected with another train, and the consolidated train brought into terminal as a double-header.

(e) No way freight trains will be doubleheaded (except there is but one freight train each way daily) and then only under restrictions hereinbefore stated.

(f) NOTE: Nothing in above rules in regard to limiting tonnage or length of train to be handled by double-headers or otherwise, shall be construed so as to in any way to limit or establish a precedent as to the proper or safe length of train to be handled by one engine.

(g) If it is found at any time that the above arrangement is not satisfactory a meeting will be held on one month's notice to discuss and revise same without involving a revision of the schedule.

ARTICLE 7.

(a) Promotion on each promotion district will be made according to the seniority of the trainmen on that district, and will be governed by merit, fitness and ability. Men not promoted in their turn will be advised the reason in writing by the Trainmaster.

(b) Brakemen will have no seniority standing for the first six months service, after which they will rank as brakemen from the date they entered the service as such.

(c) Senior brakemen will be required to pass their examination for conductor in turn; brakemen refusing their promotion to conductor or failing to qualify for same within thirty days of the date set for their examination, will thereafter rank junior as conductor to the man promoted in their stead. Trainmen will be advised by the Company immediately the result of their examinations.

Promotion for brakeman will be to any run in either passenger, mixed, freight or work train service to which their seniority as brakeman entitled them, but in the event of a brakeman refusing to accept any particular run that his seniority entitles him to, he will lose his rights to that run until it again becomes vacant or until change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction in staff the junior men will be reduced.

Trainmen promoted shall rate as conductors from the date they are actually placed in charge of a train, provided always that the senior qualified man gets his turn to qualify. If a Junior man has to be used in an emergency, the Trainmaster shall take immediate steps to get the senior man in and place him on the train and the emergency trip shall not count as date of rating for the junior man.

(d) The promotion of conductors will be to any run in either work, freight, mixed or passenger service to which their seniority as conductors entitles them. In the event of a conductor refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant, or change of time table,—but will otherwise retain his seniority standing. Permanent vacancies or new runs created, will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction of crews, the junior men will be reduced.

(e) Promotion to baggage cars to be made from the ranks of brakemen on their promotion district. A disabled trainman or yardman, who is capable, to have preference.

(f) In the event of transfer of lines from one promotion district to another, the trainmen on such line will have the choice of being transferred or not according to their seniority. The Trainmen transferred will rank with those on the promotion district on which they are transferred according to the date they ranked as conductors, baggagemen or brakemen respectively but no man will be reduced in rank unless the number of crews employed is reduced.

(g) Promotion to runs extending over more than one promotion district will be divided between the men on such district as nearly as possible on a mileage basis.

(h) In the event of a line of railway being constructed which will connect any two districts, the whole of such line will be manned equally by trainmen from the superintendent's districts so connected.

(i) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

(j) Trainmasters will prepare seniority lists of the men in train service beginning the first of January each year and every four months thereafter. Said lists will be posted in conspicuous places at all terminals. Trainmen whose standing is incorrectly shown, must enter protest in writing within the life of such seniority list or no action will thereafter be taken. Any man away on leave of absence or who is ill will not be affected by this rule.

ARTICLE 8.

Conductors on leave of absence will be relieved by the senior suitable conductor desiring same.

ARTICLE 9.

Trainmen who have been on duty twelve hours or more will have the right to book rest at any point, the men to be judges of their own condition. Eight hours rest to be considered sufficient except in extreme cases. Trainmen will not be required to leave terminals until they have had at least eight hours rest, if desired, but such rest must be booked on arrival, and in no case, if rest is booked at a terminal, shall it be for less than five hours.

ARTICLE 10.

No trainman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he is being held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation, and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charge not be proven the trainman will be reinstated at once and paid for all time lost, at schedule rates.

When a trainman is discharged or resigns he will, within five days, be paid and given a certificate, stating the term of service and in what capacity he was employed.

ARTICLE 11.

Trainmen will not be run on any other than their own subdivision except in the case of shortage of men on that subdivision.

NOTE: This article refers to shortage of crews on the subdivision and not at terminal or subdivisional points on the subdivision.

ARTICLE 12.

(a) Freight trainmen living within one and one-half miles of yard office and passenger trainmen living within one and one-half miles of passenger station, will be called as nearly as possible in time to be on duty forty-five and thirty minutes respectively before leaving time of train, but such call shall not exceed two and a half hours previous to the time train is ordered to leave. Caller will be furnished with a book in which the time will be registered and in which trainmen will sign their names. This rule will not apply to schedule passenger and mixed trainmen assigned to regular runs leaving between 7.30 and 22.30, but in cases where such trains are more than one hour late they will be advised of probable time of departure.

(b) When the location of a yard office or a passenger station at any terminal is changed, anyone residing within the one and one-half miles at the time of the change, will still be considered as within the calling limit.

ARTICLE 13.

Unassigned crews in freight service will be run first in, first out of terminals. When run around, if ready for duty, they will be paid fifty miles for each run around and stand first out. Provided that a crew shall not be paid for run around if detained a few hours for repairs to a caboose.

NOTE: When an unassigned crew has come on duty in turn and they have got their engine and commenced to work, they will remain with train called for, even though another crew comes on duty later and gets out of terminal first. The first crew called will not be entitled to pay as per this article.

ARTICLE 14.

When freight crews are called out for any service the full crew will be used, but may be split when required to run sections of passenger trains, except on Mountain subdivision.

ARTICLE 15.

All passenger and mixed trains will have at least one train baggageman and one brakeman. All passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car on the train. One or two box-baggage or refrigerator cars to count as one car, and three or four as two cars. Two brakemen in addition to baggageman to be employed on all passenger trains on Mountain subdivision.

ARTICLE 16.

One brakeman on all trains must be competent and have had at least six months' experience as such and one of the brakeman must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his incompetency is disproved.

ARTICLE 17.

Trainmen will not be compelled to ride in plows or flangers, but will be supplied with a van or other suitable car properly equipped.

ARTICLE 18.

(a) Crews will not be compelled to abandon their vans between terminals for the purpose of travelling passengers, nor when being moved from one to next subdivision terminal for freight service, nor when handling trains composed of colonist or immigrant cars.

(b) Crews regularly set up in freight service will be supplied with a regular caboose or other suitable car properly equipped. When freight crews are sent out on passenger trains without their regular caboose they will, unless otherwise employed in road or yard service, be returned to the original terminal deadhead on the first available train after their arrival at the distant terminal, or their caboose will be delivered at distant terminal within fifteen hours of the time of departure from the original terminal. Article 14 will not apply under these conditions to the crew or crews run around at the distant terminal.

(c) Caboose will not be taken away from crews when they book rest unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service, and if this rule is violated the men will not be used in any service but will be paid the same compensation as earned by the crew using the caboose.

ARTICLE 19.

(a) Trainmen assigned to regular runs will not be required to stop in vans at terminal points, and unless they are advised that they will be required before their regular runs, will not be considered absent from duty if so required and not on hand. Where assigned crews are willing to perform extra service during their lay-over hours they will not be used in such service if unassigned crews are available to the detriment of the unassigned crews.

(b) Except in case of wrecks, washouts, storms, slides, or similar emergency, preventing crews being returned to their home terminal, unassigned crews laid up at other than their home terminal will, after eighteen hours, exclusive of Sunday, be paid ten miles per hours for the first ten hours in each subsequent twenty-four hours thereafter, unless otherwise employed. Time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord the time so booked will not be included.

ARTICLE 20.

Freight crews handling five or more heated cars, seven or more coaches or three and five combined, will have a man in charge of same. Where less than the number of heated cars or coaches as specified above, are on a train, the heated cars will be marshalled as far as practicable. This to apply between the months of November and March, inclusive.

ARTICLE 21.

Trainmen will not be compelled to handle cars in train, the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or live stock, that may become disabled en route. to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van. other than official cars or flangers.

ARTICLE 22.

Crews assigned to regular runs will not be compelled to do other work than that to which they are regularly assigned, except in case of wrecks. when no other crews are available and except as provided in clause governing short mileage mixed train runs.

ARTICLE 23.

(a) Trainmen will not be required to sweep or clean coaches. but where train porters are not employed they will remove rubbish from coaches while en route. so as to keep them in a tidy condition.

(b) Trainmen will not be required to couple or uncouple hose bags at terminals where carmen are employed and within the hours of service of such carmen.

ARTICLE 24.

At points where company's ice houses are located, trainmen will be allowed ice for cabooses.

ARTICLE 25.

Home terminals for unassigned freight crews are to be agreed upon between the company and the representatives of the conductors and trainmen, and, in case of disagreement the same to be settled by arbitration.

ARTICLE 26.

Trainmen will not be required to place the following heavy stores on cabooses, namely, jacks, chains, brasses, wedges and knuckles. Stores for passenger crews will be supplied at or near passenger depot. Conductor will leave requisitions for stores required at the registering office where he books the arrival of his train.

ARTICLE 27.

(a) Trainmen called out to fit up a caboose will be paid for time so occupied at through freight rates and will take their turn out as per Article 14. as soon as the caboose is ready for service.

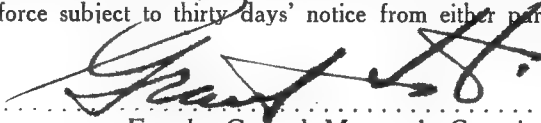
(b) When crews are taken out of work service at a terminal, they will take their turn out behind all unassigned crews then in the terminal.

ARTICLE 28.

Trainmen shall not be required to change brasses on cars loaded wholly with coal, coke, lumber or O. C. S. freight.

ARTICLE 29.

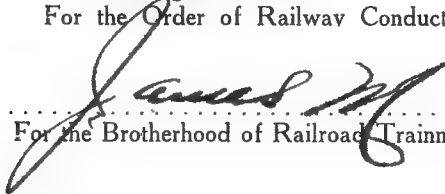
The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and its conductors, baggagemen and brakemen, employed on the British Columbia Division, and will remain in force subject to thirty days' notice from either party,



.....
For the General Manager's Committee.



.....
For the Order of Railway Conductors.



.....
For the Brotherhood of Railroad Trainmen.

13-19 - 20 - 24

SCHEDULE "C"

ARTICLE 1.

(a) Lethbridge and west through the Kootenays, Calgary and west, Main Line and Branches, Calgary and north to all points on the Edmonton Branch. *ok*

RATES	DAY.	NIGHT.
Yard Foreman, per hour	42c.	44c. <i>ok</i>
Yardmen, per hour	39c.	41c.

ALL OTHER YARDS.

RATES	DAY.	NIGHT.
Yard Foremen, per hour	40c.	42c. <i>ok</i>
Yardmen, per hour	37c.	39c.

(b) Yardmen acting as Pilots or Engine Herders will be paid *ok here* Foreman's pay, and no yardman, acting as such, will be used outside of *but the* yard limits. *majority of board gives only*
yardmen's pay to herders.

ARTICLE 2.

The established time for day and night yardmen to start work shall be 7K and 19K respectively. Yardmen started at other times than between 7K and 9K shall be paid night rates. *ok*

ARTICLE 3.

Ten consecutive hours or less will constitute a day's work. No new work shall be assigned after the expiration of ten hours, except in case of emergency, such as wrecks, handling live stock, attending fires or handling passenger trains. *ok with caution*
re consideration

ARTICLE 4.

Except in cases of emergency, such as wrecks, handling, live stock, attending fires and handling passenger trains, yardmen *ok except* on double crewed engines will not be required to work longer than their regular hours. Yardmen on single crewed engines will have the privilege of booking rest after *the yardmen* having been on continuous duty for twelve hours. *which are an unnecessary addition to our submission.*

ARTICLE 5.

Yardmen will be allowed one hour for meals between the hours of 11.30 and 13 o'clock and between 23.30 and 1 o'clock, but if required to work the meal hour or any part thereof, they will be paid for one hour. *ok with insertion*

of words "under pay" after "thirty minutes" in the sixth line. And also an example or note to effect that dinner or he will be paid to any one sent to meal at other than specified time

in addition to the minimum day and be allowed ⁴⁵thirty minutes under pay for meals. Yardmen will not be compelled to work more than six hours without being allowed ⁴⁵thirty minutes for meals. Day crews not relieved by 19 o'clock and night crews not relieved by 7 o'clock will be allowed ⁴⁵thirty minutes for meals and paid continuous time, after 19K and seven K respectively.

ARTICLE 6.

Overtime will be paid pro rata, actual minutes to be counted. *OK*

ARTICLE 7.

Yardmen held off duty on the Company's business or by order of the Company's Officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the Company to attend Coroner's inquests, Court Cases or other public investigations, they will be compensated as above. In such cases the witness fees to go to the Company. *OK*

ARTICLE 8.

Yardmen will be advised at once in writing, through the proper officer with the reason if mileage or time claimed is not allowed in full. In case time is disputed the time not in dispute will be paid in current month. Time check will be issued, at once, upon request for any shortage adjusted. *OK*

ARTICLE 9.

(a) The right to preference to work and promotion for yardmen will be according to seniority in their respective yards, and will be governed by (merit, fitness and) ability. Preference of work to men in their respective classes to have choice of work in their respective yards according to their seniority. Any man refusing promotion or failing to qualify for promotion, will thereafter rank junior to the man or men promoted in his place as Foreman only. This not to apply to men who are sick or on leave of absence. Any yardman not promoted when his turn comes, will be promptly advised the reason in writing by the Yardmaster. *OK except words in brackets*

NOTE: On the British Columbia Division, Yardmen will have promotion under their respective Superintendents. *OK*

(b) In the event of a yard being abolished the men in such yard will be assimilated with the men in other yards on the Superintendent's District, ranking according to seniority from the time of entering the Company's service as yardmen. When a new yard is created, yardmen on Superintendent's District will be given preference in the positions in that yard in accordance with seniority in their respective classes. *OK*

(c) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

ARTICLE 10.

(a) Yardmen will not be required to go outside of yard terminals except for switching or transfer service, and yard crews whose work takes them outside of the switching terminal will receive yardmen's rates. OK

(b) Yardmen allotted to other than their regular duties will receive not less than schedule rates of pay for yardmen. If a yardman is used in an emergency in road service, road rates and conditions will apply. OK

NOTE: The above will not prevent the Company from using yardmen to handle high explosives to powder houses adjacent to terminals, or for the purpose of handling mill or transfer work within a reasonable distance of terminal. Present arrangements for handling transfer service between Vancouver and Coquitlam yards will be continued. In other terminals where there is sufficient transfer work to keep a crew regularly employed in that service the transfer service will be assigned to road crews. Road crews will be used for work train service, but yard crews may be used for occasional trips to take snow or other material out of a terminal when required for less than one day's work and also for switching construction material to different parts of a terminal when it is more in the nature of switching than work train service. The Superintendent will regulate the manning of a crew to protect a pile driver working within a terminal. ~~not OK~~ the submission is much different and is preferable

ARTICLE 11.

A Yard crew shall consist of not less than a foreman and two helpers, except where special arrangements are made by the General Superintendent with the General Committee. OK

ARTICLE 12.

Yard foremen will not be compelled to work with an incompetent yardman after such man has been reported (in writing) to the Yardmaster, unless his incompetency is disproved. Yard foremen will not be compelled to work with two inexperienced Yardmen, if experienced yardmen are available. OK

ARTICLE 13.

(a) Yardmen will not be required to work with an engine that is not properly equipped with footboards, grabirons, automatic couplers and headlights. Engines that are so out of repair that they leak steam thereby obstructing the observation of signals shall not be used while in that condition in yard service. OK

(b) Yardmen will not be required to move cars by the use of stake, cable or chain between engine and cars or between cars, except in cases where the draft gear is damaged or in some other temporary emergency. This will not be construed to interfere with Article 14.

ARTICLE 14.

Yardmen will not be required to couple or uncouple hose bags on ~~passenger~~ cars where carmen are available, or chain up cars in yards or on repair tracks where carmen are employed.

ARTICLE 15.

9.1 No yardman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he has been held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation, and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision, he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charges not be proven the yardman will be reinstated at once and paid for all time lost at schedule rates,

When a yardman is discharged or resigns he will, within five days, be paid and given a certificate, stating the time of service and in what capacity he was employed.

NOTE: It is understood that men will not be held off unnecessarily and caused to lose time under above rule.

ARTICLE 16.

9.2 Yardmen who are on night duty shall not be required to attend an investigation into a matter duly reported until they have had an opportunity of having at least eight hours' rest after going off duty unless the extreme urgency of the case demands otherwise.

ARTICLE 17.

6.4 Yardmen must not switch trains with cabooses attached.

ARTICLE 18.

OK Yardmen in transfer service will be supplied with a caboose or other suitable car properly equipped.

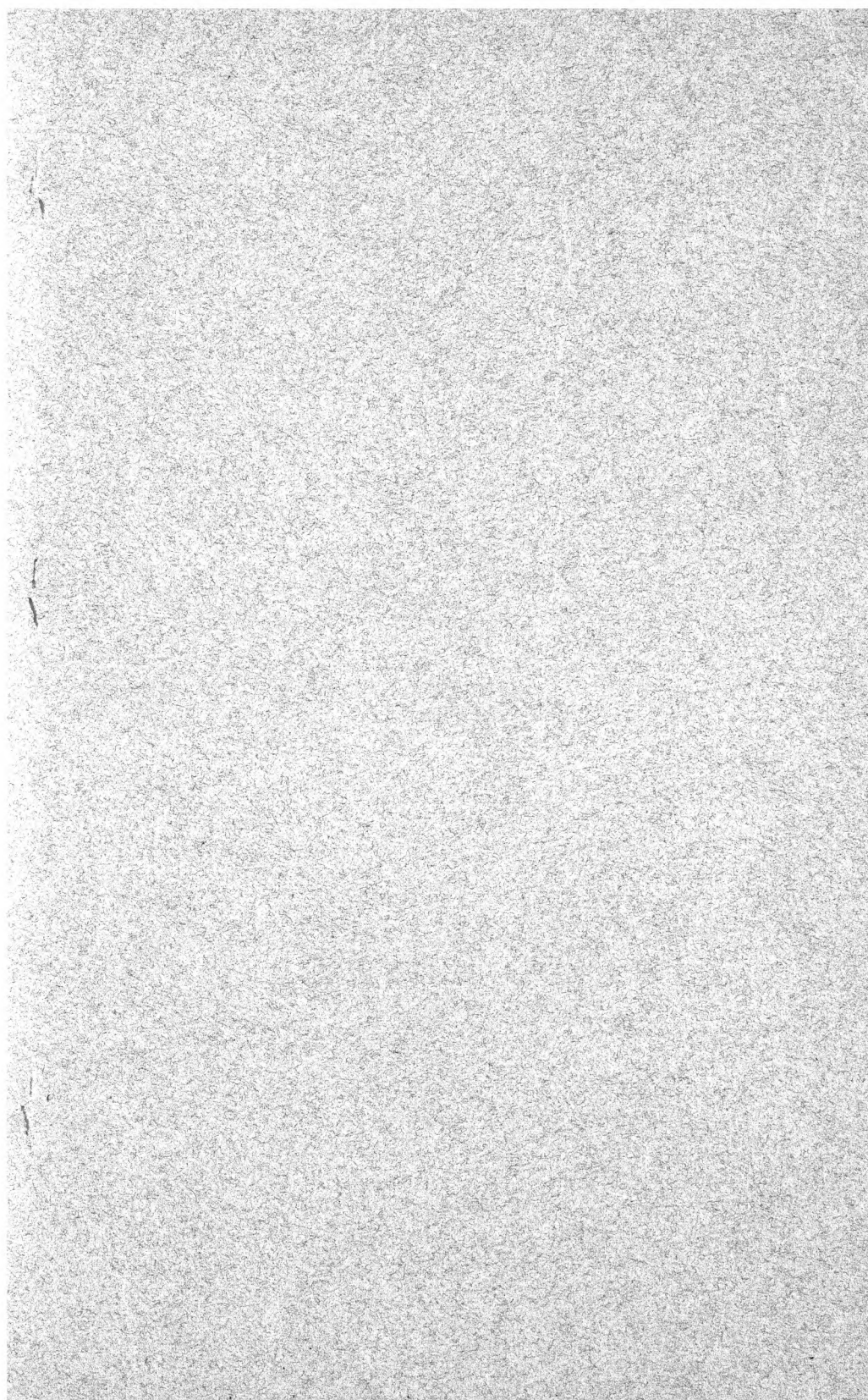
At points where two or more yard engines are employed suitable shelter will be provided, for the accommodation of Yardmen.

ARTICLE 19.

Employees in yard service shall have access at all times to seniority list, to be posted in a convenient place in the office of the General Yardmaster, which will contain a correct list of all the yardmen and their seniority standing in the Company's service. Such lists will be compiled and posted January the first and July first of each year, and list to be subject to appeal for thirty days. Any man who is on leave of absence, or who is ill will not be affected by this rule.

ARTICLE 20.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and the Yardmen and Trainmen employed on its Western Lines thereof, and will remain in force subject to thirty days' notice from either party.





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